



**Carlos Jackson**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**AGENDA  
FOR THE REGULAR MEETING OF THE  
LOS ANGELES COUNTY HOUSING COMMISSION  
WEDNESDAY, APRIL 23, 2003  
12:00 NOON  
NUEVA MARAVILLA COMMUNITY CENTER  
4909 CESAR E. CHAVEZ AVENUE  
LOS ANGELES, CA 90022**

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1. **Call to Order:**

2. **Roll Call:**

Severyn Aszkenazy  
Henry Porter  
Dennis V. Alfieri  
Chris Amegatcher  
Manuel Bernal  
Philip Dauk  
Treneatra Farmer  
Felicia Mollinedo  
Andrew Nguyen

3. **Reading and Approval of the Minutes of the Previous Meeting:**

Regular Meeting of March 26, 2003

4. **Report of the Executive Director**

5. Staff Report on Conditions at South Bay Gardens – Maria Badrakhan

6. Legislative Update – Tricia Tasto

**Regular Agenda**

7. Agreement with Emphasys Computer Solutions for Software Support Services  
(Approve)



8. Approve Funding of Housing Authority Projects Funded with 2003-2004 Community Development Block Grant Funds (Approve)
9. The 2003-2004 Fiscal Year Budget of the Housing Authority (Approve)
10. Construction Contract for Parking Lot and Sidewalk Renovation at Carmelitos Housing Development in the City of Long Beach (Approve)
11. Adopt Resolution Approving Memorandum of Understanding Between the Housing Authority and the Housing Authority Employees Association (Approve)
12. Approve the Purchase of Property Insurance for the Community and Development and Housing Authority (Approve)
13. Opportunity for Members of the Public to Address the Commission on Items of Interest that are Within the Subject Matter Jurisdiction of the Commission.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at the above address. Access to the agenda and supporting documents are also available at the above website.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES  
FOR THE REGULAR MEETING OF THE  
LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, March 26, 2003.

Digest of the meeting. The minutes are being reported seriatim. A taped record is on file in the central office.

The meeting was called to order by Vice Chairman Henry Porter at 12:19 p.m.

<b>ROLL CALL</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>
Dennis V. Alfieri		X
Philip Dauk	X	
Manuel Bernal		X
Severyn Aszkenazy	X	
Henry Porter, Jr.	X	
Andrew Nguyen	X	
Chris Amegatcher	X	
Treneatra Farmer	X	
Felicia Mollinedo	X	

**PARTIAL LIST OF STAFF PRESENT:**

Bobbette A. Glover, Assistant Executive Director  
Maria Badrakhan, Director, Housing Management Division  
Rebecca Craigo, Director, Assisted Housing Division  
Marie Quon-Hom, Assistant Director, Assisted Housing Division  
Arlene Black, Manager, Housing Management Division  
Emilio Salas, Manager, Housing Management Division  
Geoffery Siebens, Manager, Construction Management Division  
Bill Huang, Manager, Housing Development & Preservation Division

**PARTIAL LIST OF GUESTS PRESENT:**

Deputy Sheriff Pat Lyons – Los Angeles County Sheriffs Department  
Deputy Sheriff Sharon Clayton – Los Angeles County Sheriffs Department  
Deputy Sheriff Omar Luevanos – Los Angeles County Sheriffs Department  
Deputy Sheriff Angel Fonseca – Los Angeles County Sheriffs Department  
Michelle Lee, Conventional Housing Resident

## **READING AND APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING**

On Motion by Commissioner Farmer, and seconded by Commissioner Dauk the Minutes of the Regular Meeting of March 26, 2003 were approved with one correction. Agenda Item No.7 to read as follows:...with six "yes" votes and one "no" vote by Commissioner Bernal.

### Agenda Item No. 4 - Report of the Executive Director

Bobbette Glover announced that a meeting was held on Monday, March 10, 2003 regarding the transfer of Ujima Village. It was held at Ujima Village and present were members of the Resident Council and many residents. Also present were representatives from Supervisor Yvonne Brathwaite Burke's office, Congresswoman Juanita Millender-McDonald's office, and Assemblymember Mervyn Dymally's office. HACoLA staff responded to the questions from the residents on the transfer of the property and a number of maintenance concerns.

A second meeting was held on March 19, 2003 at the CDC office in Monterey Park. Several of the same persons were in attendance. Staff received input from the residents on what criteria HACoLA should use to evaluate the non-profit organizations that may submit proposals. A letter will be delivered to all Ujima Village residents with questions and answers, including notification of a meeting to be held next week on April 3rd.

On March 25, 2003 the Board of Commissioners approved the 2003-04 Public Housing Agency Plan. A motion by Supervisor Burke that modified two sections of the Plan will be included in your next agenda packet.

Legal Aid Foundation of Los Angeles submitted written comments on the proposed Agency Plan. Ms. Glover indicated the staff will prepare a written response.

Syed Rushdy announced that sixth round of allocations of City of Industry Funds had been approved by the Board of Supervisors on March 18, 2003. A total of \$12.9 million will be disbursed to help fund up to 14 affordable housing developments in Los Angeles, Duarte, Pasadena and other parts of the County.

Ms. Glover was pleased to congratulate Commissioner Philip Dauk on his being reappointed by the Board of Supervisors to an additional term as Housing Commissioner.

Rebecca Craig gave a brief update on the 2003 NAHRO Legislative Conference that she and other staff members including Commissioners Severyn Aszkenazy, Andrew Nguyen and Philip Dauk attended. NAHRO encouraged all the housing agencies to work together to advance important issues. The Commissioners, and HACoLA and CDC staff met with several representatives from Congress. The trip to Washington was informative and of great value.

Commissioner Aszkenazy discussed how HACoLA might take the lead in improving the perception of public housing.



Commissioner Dauk thanked Trica Tasco, Acting Manager, IGR for putting the itinerary and briefing packets together for the trip to Washington, D. C. Commissioner Dauk also commented how exciting it is when you are able to make personal contact with Congress and you can help in the specific needs of Los Angeles County .

Commissioner Nguyen gave a brief update on his trip to the NAHRO conference.

Ms. Glover stated that at the April meeting, the Commission will be asked to approve an increase in public housing maintenance charges. In anticipation of the number of residents who may wish to comment on this item, she recommended changing to a larger meeting room. The Commission agreed to convene the next meeting at Nueva Maravilla Community Center and move the May meeting to Francisquito Villa in La Puente.

Commissioner Farmer requested monthly updates on the Family Self-Sufficiency (FSS) program accomplishments.

A budget subcommittee was selected to meet on the Housing Authority FY 2003-2004 budget. The following Commissioners volunteered to be on the subcommittee: Commissioner Farmer; Commissioner Nguyen; Commissioner Amegatcher and Commissioner Porter.

Ms. Glover announced that Emilio Salas has been promoted to Director of Human Resources and Central Services to be effective March 31, 2003. A recruitment has been initiated to hire two managers - one to oversee SSS and Ujima Village and the other manager will oversee Harbor Hills and Carmilitos housing developments.

#### Agenda Item No. 6 - Update on Installation of Satellite Dishes at Public Housing Sites

Arlene Black presented an update on a survey conducted at Nueva Maravilla to determine if residents are interested in having cable versus satellite. The survey was distributed to every household and was printed in both English and Spanish, with the Adelphia Cable price list attached. The majority of the 108 respondents indicated that they have basic television programming by antenna. Ninety-two percent of them are interested in subscribing to cable services. Currently, County Counsel is reviewing Adelphia's multi-family service agreement. Staff has scheduled a meeting with Supervisor Molina's office on Monday to go over the survey results.

Geoffrey Siebens reported on his research on installation of satellite dishes. He found that installation was free, but there is often an activation fee of \$50. Monthly cost ranges from \$50 to \$100. There is no building code requirement that determines the method of installation. Recommended installation options are: mount the dish on the eaves under the soffit, mount it on top of the roof, or mount it on the side of the building.

Mr. Siebens will look into the wireless cable installation, the use of multiple vendors, and evaluate the costs. Staff will report back on a draft policy at the May meeting.

Agenda Item No. 7 - Presentations on Crime Prevention through Environmental Design (CEPTED Projects)

Deputy Sheriffs, assigned to community policing teams at Nueva Maravilla Housing Development and Ujima Village, presented techniques on addressing criminal activity at their respective sites. They worked together with HACoLA staff at each location to develop methods of "problem oriented policing", addressing circumstances unique to the site.

Agenda Item No. 8 - Presentation on Proposed Sale of Ujima Village Housing Development

Bill Huang presented an update from the March 19, 2003 with Ujima Village residents and representatives of Supervisor Burke's and Assemblymember Dymally's offices.

**REGULAR AGENDA**

On Motion by Commissioner Dauk, seconded by Commissioner Mollinedo and unanimously carried the following was approved by the Housing Commission:

**CONSTRUCTION CONTRACT FOR CENTRAL AVENUE MAINTENANCE OFFICE  
RENOVATION PROJECT  
AGENDA ITEM NO. 9**

1. Recommend that the Board of Commissioners find that the renovation of a vacant commercial structure and site, located at 12721 Central Avenue in the unincorporated area of Los Angeles, with required mitigation measures, is excluded from the National Environmental Policy Act (NEPA), and exempt from the California Environmental Quality Act (CEQA), because the proposed work will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a Construction Contract with IMEX Construction and Development Incorporated in the amount of \$289,800, to renovate the subject property for use as a maintenance facility to serve the Housing Authority's South Scattered Sites, to be effective after issuance of the Notice to Proceed, which will not exceed 21 days following Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use \$259,800 in Countywide Community Development Block Grant (CDBG) funds and \$30,000 in Housing Choice Voucher Program Operating Reserves, for the purposes described above.
4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders for unforeseen project costs, in a total amount not to exceed \$30,000, using Housing Choice Voucher Program Operating Reserves.
5. Recommend that the Board of Commissioners authorize the Executive Director to incorporate into the Housing Authority's Fiscal Year 2002-03 Capital Budget an additional \$3,800 in Countywide CDBG funds and \$60,000 in Housing Choice Voucher Program Operating Reserves, to increase the total project allocation from

\$256,000 to \$319,800, thereby providing the necessary funding for the Construction Contract described above.

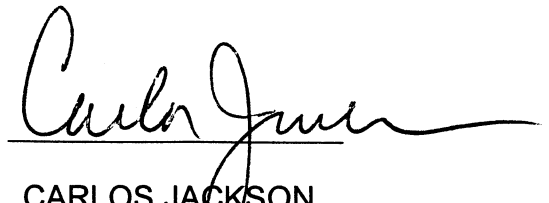
Agenda Item No. 5 - Report Back on Audience Comments at February 26, 2003 Meeting  
Emilio Salas reported his findings on several inquiries made at the previous meeting.

**Audience Comments:**

Ms. Michelle Lee objected to the lunch food signs, and she expressed concern about the conditions at South Bay Gardens.

The next scheduled meeting of the Housing Commission will be held at Nueva Maravilla Community Center at 4909 Cesar E. Chavez Ave. Los Angeles on Wednesday, April 23, 2003 at noon.

On Motion by Commissioner Dauk, the Regular Meeting of March 26, 2003 was adjourned at 2:27 p.m.



CARLOS JACKSON  
Secretary –Treasurer

**Housing Commission  
2003 Meeting Schedule  
12:00 noon**

<u>Date</u>	<u>Site</u>	<u>Address</u>	<u>District</u>	<u>Description</u>
January 22	CDC/Headquarters	2 Coral Circle Monterey Park, CA 91755	N/A	N/A
February 26	West 90 <sup>th</sup> Street	1116 W. 90 <sup>th</sup> Street Los Angeles, CA 90044	2 <sup>nd</sup>	9 Units of Family Housing
March 26	CDC/Housing Authority	12131 Telegraph Rd. Santa Fe Springs, CA 90670	N/A	N/A
April 23	Nueva Maravilla	4909 Cesar E. Chavez Avnue Los Angeles, CA 90022	1 <sup>st</sup>	708 Units of Family/Senior Housing
May 28	Francisquito Villa	14622 Francisquito Avenue La Puente, CA 91746	1 <sup>st</sup>	89 Units of Senior Housing
June 25	Carmelitos	851 Via Carmelitos Long Beach, CA 90805	4 <sup>th</sup>	711 Units of Family/Senior Housing
July 23	CDC/ Housing Authority	12131 Telegraph Rd. Santa Fe Springs, CA 90670	N/A	N/A
August 27	Kings Road	800-801 N. Kings Road West Hollywood, CA 90069	3 <sup>rd</sup>	106 Units of Senior Housing
September 24	CDC/Headquarters	2 Coral Circle Monterey Park, CA 91755	N/A	N/A
October 22	Lancaster Homes	711-737 W. Jackman Street Lancaster, CA 93534	5 <sup>th</sup>	120 Units of Senior Housing
November 26	CDC/Headquarters	2 Coral Circle Monterey Park, CA 91755	N/A	N/A
December 24	Harbor Hills	26607 So. Western Avenue Lomita, CA 90717	4 <sup>th</sup>	301 Units of Senior Housing

**FOR YOUR INFORMATION ONLY**

April 23, 2003

TO: Housing Commissioners

FROM: Rebecca L. Craig, Director, Assisted Housing Division

**SUBJECT: THE FAMILY SELF-SUFFICIENCY PROGRAM**

The Family Self-Sufficiency (FSS) program is designed to provide supportive services for Housing Choice Voucher families and Public Housing residents within the jurisdiction of the Housing Authority of the County of Los Angeles (HACoLA). FSS is a five year voluntary program that provides supportive services including, but not limited to, childcare, education, transportation, counseling, GED and job preparation, vocational training, self-employment and home ownership opportunities. In addition to supportive services, an escrow (savings) account may be established when an FSS participant is gainfully employed or receives an increase in their earned income (employment wages only). At the end of the five-year contract families may be eligible to receive the balance of the accrued escrow. Participants must meet all goals on their agreed Individual Training Service Plan (ITSP) and contract, and must be free from all public assistance for twelve (12) consecutive months prior to the end of their contract expiration.

FSS currently has 1,243 participants. For fiscal year 2002-2003, 14 graduated, all with an escrow savings, and 3 of the 14 graduates purchased homes with their escrow monies. During this fiscal year there were no graduates that went on to start their own business. The total amount paid, to date in escrow accounts to FSS graduates for the FY 02-03 is \$13,522.10.

FSS is currently working with the Worksource Centers in various cities such as Rosemead, Huntington Park, and Whittier to strengthen partnerships. The Worksource Center offers resume writing classes, ESL, and WIA funding for displaced workers. Additionally, FSS works with five Community Based-Organizations - Beyond Shelter, Community Career Development, MCS Rehabilitation, East San Gabriel Valley-ROP, and L.A. Family Housing Corporation – to provide supportive services to over 700 FSS participants. We are presently targeting other community services such as Meryvn's Community Closet and National Partnerships that offer a variety of services that would benefit the growing needs of our families.

The Family Self-Sufficiency program takes pride on the accomplishments of our graduates. Here is a sample of one family's accomplishments through the FSS program:

**Ms. Lucy-**

Despite the barriers that threatened to overwhelm her, Lucy was determined to embrace the FSS program and all it offered when she started with us 7 years ago, she received a 2 year extension due to unforeseeable circumstances. Her ambitions were to earn a high school diploma, obtain

training in childcare development and become a U.S. citizen. Lucy's hard work and dedication resulted in her achieving her goals including buying her first home.

*"I'm very fortunate and appreciative for being in this program, which has helped my family and me very much. I'm thankful for FSS giving me the opportunity to graduate from this wonderful program, in succeeding and accomplishing some of my goals."*

RLC:MF:CL:dt  
Commissionreport150403

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<http://www.latimes.com/news/local/la-me-homeless18mar18,1,961226.story>

LOS ANGELES

## County Asked to Increase Homeless Aid

**City officials say board has not honored a pledge to match funds for assistance programs. Chairwoman calls the criticism unfair.**

By Patrick McGreevy  
Times Staff Writer

*Los Angeles Times*  
March 18, 2003

A group of Los Angeles officials including Mayor James K. Hahn criticized the county government on Monday for not matching the city's spending on programs to address a "crisis" of homelessness.

Hahn was joined at a downtown homeless shelter by Police Chief William J. Bratton and City Council members Eric Garcetti, Jan Perry and Wendy Greuel, all of whom asked that county officials fulfill what Hahn said was a county pledge a decade ago to match what the city spends each year on homeless programs.

"Our goal is to help to alleviate the homeless crisis in the city, but we can't do it alone," Hahn said at the First Step Emergency Shelter. "We are asking the county of Los Angeles to be a stronger partner in this effort."

The city is allocating \$13.7 million this year to the Los Angeles Homeless Services Authority, compared with \$6.5 million provided by the county government, said Mitchell Netburn, executive director of the agency.

The authority was formed by the city and county in 1993 after a lawsuit in which the city alleged the county was not doing enough to serve the poor.

"We thought it was going to be an equal partnership, and we expect the county to live up to that bargain," Hahn said.

Hahn said that, in addition to the commitment to the homeless services agency, the 1993 agreement also included a promise by the county to increase general relief for the poor so they could afford housing.

"Today, both of those commitments by the county have fallen short," Hahn said.

"They have had to renege -- they said because of budget problems -- on their commitment to keep general relief at a level to allow people to afford a cheap hotel room. So that promise is gone."

City officials are under pressure themselves, in part because the American Civil Liberties Union has sued to stop sweeps of homeless encampments, saying the city has failed to provide enough shelter beds for the estimated 84,000 homeless people in Los Angeles.

Hahn and other city officials criticized the county during a news conference to highlight the city's decision to extend the Winter Shelter program for one month at a cost of \$497,000. The program includes nine shelters with 860 beds.

"I think the city has proved itself today, and we want the county to do the same thing," Garcetti said.

Yvonne Brathwaite Burke, chairwoman of the Los Angeles County Board of Supervisors, said city officials' criticism is unfair because the county does what it can with less help from the federal government.

She said that the county initially put up the same amount as the city when the Homeless Services Authority was created, but that the city has been able to afford to increase its funding of the agency at a greater rate than the county.

"The city gets tremendously much more in federal block grant funds than we do," Burke said.

"We are contributing, proportionately, what we get."

Burke added that the county is supposed to spend much of its budget in unincorporated areas of the county, but has disproportionately put money into downtown Los Angeles.

However, Hahn said that the chief responsibility for dealing with the poor rests with the county, and that the city is doing more than required.

Perry alleged that other cities in the county transport homeless people to downtown Los Angeles, worsening the problem. When asked, she could not identify which cities were sending the homeless to Los Angeles.

Burke said the board will consider a recent study on ways the county can increase funding for programs to assist the homeless. That study suggested the county use money dedicated to art programs for homeless assistance.

"It would be great to have a seamless web between the county, between the city, between the state," Bratton said. "Unfortunately, there are too many holes in that web right now. A lot of people are falling through."

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**Los Angeles Times**  
**latimes.com**What's on  
**YOUR**  
mind?**HEALTHCARE**  
**JOB FAIR**Tuesday, April 8, 2003  
10:00 am - 4:00 pm

HILTON BURBANK AIRPORT AND CONVENTION CENTER

<http://www.latimes.com/news/local/la-me-homeless19mar19,1,1551052.story>

LOS ANGELES

## County Defends Aid to Homeless

By Daren Briscoe  
Times Staff Writer

March 19, 2003

County officials mounted a vigorous defense Tuesday against claims by Mayor James K. Hahn and other city officials that Los Angeles County is shirking its share of the responsibility for helping the homeless.

Hahn said this week that the county has failed to fulfill what he said was a 1993 pledge to match city spending on homeless programs, an assertion that county Supervisor Yvonne Brathwaite Burke called "very disturbing."

Both the city and county contribute to the Los Angeles Homeless Services Authority, formed in 1993 after the city sued the county, accusing it of not doing enough to serve the poor.

But Carlos Jackson, executive director of the county Community Development Commission, said Tuesday that the original agreement between the city and county was amended in 2001 to specify actual dollar amounts for the two sides to contribute and that "those two dollar amounts are not equal."

Although conceding that the county contributes \$6.5 million to the agency, compared with the city's \$13.7 million, Jackson said the county's responsibility extends beyond providing emergency shelters for the homeless population downtown.

"Homelessness is throughout Los Angeles County, [and] this board has taken major steps to address that," Jackson told the county Board of Supervisors.

He detailed how the "enormous amount of service dollars" the county provides for programs for the homeless is spent, including almost \$26 million for the mentally ill homeless population through the Department of Mental Health and nearly \$24 million for transitional housing.

Deputy Mayor Matt Middlebrook said Tuesday that as the city's spending on programs for the homeless has increased, the county has reduced such spending on a per-person basis inside Los Angeles and increased it in areas outside the city.

"It's not going to help anyone to have a lot of charges and recrimination," said Burke,

suggesting that Hahn meet with the county supervisors to find a way to better coordinate city and county resources.

"We have done more than our part," said Supervisor Gloria Molina, who was on the City Council when the lawsuit that gave rise to the authority was filed. "Having been over there at the city level, I was very concerned about the lack of services in the county. But the services are now there ... because we put them in there."

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**Community Development Commission**

A  
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March 27, 2003

To: Each Supervisor  
From: Carlos Jackson, Executive Director

**SUBJECT: RESPONSE TO FEBRUARY 25, 2003 MOTION REGARDING  
HOMELESS AND SPECIAL NEEDS POPULATIONS**

The Board of Supervisors, at its February 25, 2003 meeting, took action directing the Community Development Commission and the Chief Administrative Officer, in cooperation with the Los Angeles Homeless Services Authority, a Joint Powers Authority between the County and City of Los Angeles, to report to the Board regarding the "issues and strategies relating to projects, special needs and programs for the homeless including any available funding for the Downtown Los Angeles area." This transmits our report of our findings and recommendations.

The beginning of the report summarizes the principal programs, funding, and the collaborative efforts of the County to provide shelter and services within a continuum of care for special needs and homeless populations, including those activities within the City of Los Angeles. Also discussed are the Countywide responsibilities to serve these populations. A funding summary (Attachment II) of the various forms of assistance provided by the County to special needs populations, including the homeless, is also included with the report.

In addition to the initial summary of conclusions and recommendations, the report contains the following sections: (1) "Background" describing the funding environment for special needs/homeless housing; (2) a description of "County Collaborative Efforts for Special Needs/Homeless Housing", including current resources; (3) a description of "County Resources Made Available by the County to the City of Los Angeles, including the "Downtown" area; and (5) "Conclusions and Strategies for Special Needs and Homeless populations.

If you have questions or need additional information, please contact me at (323) 890-7400.

CJ:TKSR:gk  
Attachments

c: David E. Janssen, Chief Administrative Officer  
Violet Varona-Lukens, Executive Officer

## COUNTY OF LOS ANGELES

### Response to February 25, 2003 Motion By the Board of Supervisors

#### Los Angeles County Assistance Provided to Homeless and Special Needs Populations

##### Introduction

The Board of Supervisors, at its February 25, 2003 meeting, took action directing the Community Development Commission (CDC) and the Chief Administrative Officer (CAO), in cooperation with the Los Angeles Homeless Services Authority, (LAHSA) a Joint Powers Authority between the County and City of Los Angeles, to report to the Board regarding the "issues and strategies relating to projects, special needs and programs for the homeless including any available funding for the Downtown Los Angeles area." Attachment I is the text of the full motion as passed by the Board.

While the Board motion seeks to identify the resources available to the "Downtown Los Angeles area," it is difficult to quantify such resources beyond the City of Industry Fund projects identified on page 8 of this report. That is because the County Departments' housing and service responsibilities for special needs and homeless populations are generally "Countywide" in nature. Additionally, the CDC's two principal federal grant programs (Community Development Block Grant and HOME) *cannot be used within the City of Los Angeles*. Also, the CDC's two principal sources of capital funding for housing (City of Industry Fund and the HOME Program) *cannot fund emergency shelters*. Therefore, this report discusses collaborative efforts among County agencies and with nonprofit organizations that serve populations in the City of Los Angeles and, many times, within the "Downtown area," as well.

The CDC has communicated with the CAO and LAHSA in order to obtain information on programs outside the immediate purview of the CDC and to discuss an approach in this report that is responsive to the Board's request. This report includes: (1) a Summary of Conclusions and Recommendations; (2) in the "Background" section, a description of the funding environment for special needs/homeless housing; (3) a description of current housing resources and collaborative models utilized by the County to produce service-enriched housing for special needs populations, including the homeless; (4) a description of resources that have been made available by the County to the City of Los Angeles, including the "Downtown" area; and (5) strategies for addressing the needs of the targeted populations. The table in Attachment II summarizes the various forms of assistance provided by the County to special needs populations,

including the homeless. The table lists subtotals for three levels of assistance: (1) the County's contribution to LAHSA; (2) the County's contribution to homeless and special needs programs; and (3) County homeless and special needs program resources made available to the City of Los Angeles. All numbers were compiled to the best of our ability using sources both within and outside of the CDC.

## Summary of Conclusions and Recommendations

- The homeless population in "Downtown" Los Angeles is part of an overall group whose need for shelter and supportive services are addressed in comprehensive plans required by funding agencies (e.g., L.A. County and City Consolidated Plans and the LAHSA Continuum of Care).
- Funding sources for these populations are generally restricted by geographic area, the type of shelter, the target population group, or the component housing activity. The overwhelming amount of available funding is not for shelter beds, but for housing that emphasizes client outcomes and transition to supportive or independent living, rather than only the provision of sleeping quarters.
- The City receives \$3.2 million in federal Emergency Shelter Grant funds, compared to the County's \$1.3 million. More importantly, the City of Los Angeles receives \$89 million in federal Community Development Block Grant (CDBG) funds, compared to approximately \$19 million for the unincorporated County. Additionally, the City's CDBG funds are used entirely within the City limits while the County's funds must be made available throughout the entire unincorporated County area. **The City's greater contribution to LAHSA is directly attributable to the larger amount of CDBG funds received by the City.**
- The County's administrative FY2002-2003 contribution of \$6,250,000 is in compliance with the Agreement governing the LAHSA.
- The County collaboratives\* have resulted in \$50 million being awarded to 55 special needs/homeless projects since June 1997. An additional \$1 million in County CDBG public service funds was provided for a variety of homeless populations in the last year.

\*City of Industry Fund; CDC/LAHSA/Department of Children and Family Services (DCFS) Supportive Housing Program; CDC/County Department of Mental Health (DMH) Transitional Housing Program.

- Since 1994, \$32 million in Section 8 rental assistance has been provided to over 2,200 homeless households.

- Since 1998, the County has provided, through its City of Industry Fund, \$51 million for 60 projects located in the City of Los Angeles. Over \$28 million of these funds were awarded to 26 projects for transitional housing to assist homeless special needs populations.
- During the last year, \$7.5 million from a combination of DMH, CDBG, and the Industry Fund was allocated for projects serving the homeless in the City of Los Angeles. This does not include \$16,644,000 that was available from DMH services for homeless persons throughout the County in that year, approximately \$15 million annually from the DCFS for children and young adults 14-21 years old, including the homeless, and other public social service and health responsibilities borne by the County.
- The most effective way to address all aspects of the homeless issue within the Continuum of Care is to continue the successful collaborations established among County Departments, the City of Los Angeles and LAHSA.

## **Background**

### *Existing Need-Based Studies for Allocating Resources:*

An often-quoted figure from reports prepared by Shelter Partnership, Inc, a nonprofit advocate for the homeless, is that approximately 84,000 individuals are homeless in Los Angeles County on any given night. Approximately 50% of the County's homeless population is located in the City of Los Angeles, according to Shelter Partnership. This homeless population is part of an overall group of persons requiring special needs housing with attendant supportive services, that additionally includes "at-risk" homeless and persons in "transitional housing."

The strategies for identifying needs, developing programs and allocating resources for these populations are circumscribed by a number of requirements, including:

- Plans submitted to Federal and State agencies as part of funding proposals.
- Fund restrictions based upon housing type (e.g.- emergency shelters having a typical tenancy of up to 30 days, transitional housing having a typical tenancy from 6 months - 2 years, and permanent housing).
- Fund restrictions based upon a specific population (e.g.- emancipated foster youth, mentally ill, HIV/AIDS, or "welfare-to-work").

- Fund restrictions based upon a component housing activity (e.g., capital funding for rehabilitation or new construction, operating costs for maintenance and property management, or services).

The need of chronically homeless populations to obtain emergency shelter in a defined geographic area (i.e., "Downtown Los Angeles"), is dependent upon the availability of funds that are specifically eligible for that geographic area, as well as the needs among competing populations for limited resources.

#### Coordinated Funding Applications

The local Continuum of Care funding application prepared and submitted by LAHSA on behalf of local entities to HUD for its annual, nationwide Super Notice of Funding Availability (Super NOFA) is an excellent example of a coordinated plan for allocating such resources. LAHSA is the only eligible applicant to HUD for these funds, and LAHSA has consistently noted in such plans that there are significant gaps in the availability of housing options designed to assist homeless persons to become self-reliant and maintain their self-sufficiency. The challenges for this population are complex: a large number of these individuals are service resistant and may include both mental illness and multiple substance abuse. The Continuum of Care submission details the particulars of homeless issues, resources and service gaps in each geographic area that applies for funding.

HUD's Continuum of Care approach is designed to ensure that needs assessment and long range planning to address homelessness takes place in communities. In response to HUD's requirements, housing for homeless populations is explored in three tiers – emergency shelters, transitional housing and permanent housing. Experts acknowledge that a lack of resources at any level of the continuum creates obstacles to achieving long-term solutions to homelessness. The four policy recommendations in the March 13, 2003 report of the Los Angeles County Sheriff's Homeless Advisory Committee that address housing type, all speak to the need for Transitional Housing. The report further states, "Providing more shelter beds is not the answer."

In Los Angeles County, LAHSA's needs assessment identifies that there are insufficient beds in all segments of the continuum. The 2002 Continuum of Care gap analysis reveals a shortfall of over 10,000 emergency shelter beds, nearly 22,000 transitional housing beds and nearly 26,000 permanent housing beds. The increase over the 2001 figures was greatest for transitional beds (28%), followed by permanent housing and emergency shelter beds.

Separate Consolidated Plans submitted to HUD by the CDC on behalf of the County and by the City of Los Angeles further identify housing needs for a broad variety of populations and propose programs and resource allocations to meet those needs. It is apparent within these County and City approved plans that the

chronic homeless population in Downtown Los Angeles is but one part of the housing and service needs throughout the County of Los Angeles.

Funding Source Allocations and Restrictions:

In addition to the competing demands upon resources, the County and City of Los Angeles have distinct legal, geographic and programmatic responsibilities, as well as differing resources available to meet those responsibilities. Additionally, there is an acute shortage of funds to operate housing of all types. Some examples are as follows:

- Community Development Block Grant Funds (CDBG)—These federal funds from HUD can be used for a variety of purposes to support housing, community development, economic development and service needs. The service monies in the CDBG Program are capped at 15% of the total grant as of June 2004. Consequently, the City of Los Angeles receives a great deal more CDBG funds than the unincorporated County to devote toward services. The County receives \$37 million annually, which is roughly split in half with the 48 CDBG Participating Cities within the County, based upon an objective formula that includes factors of population, poverty and overcrowding. The County's CDBG allocation is based upon the application of this formula to the unincorporated County area and the CDBG Participating Cities. The cities that participate in the Urban County CDBG program are given the autonomy to decide what types of projects they fund in their communities, based on the needs they have identified. These projects may or may not include funding for homeless activities. The City of Los Angeles receives \$89 million annually to be used only within City boundaries, which is nearly five times the amount available for the unincorporated County. In addition, the City retains full discretion relative to the types of projects and activities that it decides to fund.
- HOME Program Funds—These federal funds from HUD can be used essentially for capital assistance (rehabilitation and new construction) to produce transitional and permanent housing. *These funds cannot be used to fund emergency shelters.* The County of Los Angeles receives \$14 million annually, while the City of Los Angeles receives over three times that amount (\$45 million) to be used solely within the City's boundaries and subject to its discretion.
- Emergency Shelter Grant Funds (ESG)—These federal funds from HUD are specifically allocated for the construction, rehabilitation and operation of emergency shelters. Again, the City of Los Angeles receives nearly two and one-half times the annual amount of funds (\$3.1 million) as is received by the County (\$1.3 million). Consistent with the Joint Exercise of Powers Authority Agreement governing LAHSA, both the County and City transfer their entire amount of ESG funding to LAHSA.



- Housing Opportunities for Persons With AIDS (HOPWA)—The City of Los Angeles receives nearly \$11 million annually that can be used in all cities throughout the County. The County of Los Angeles does not receive any HOPWA funding from HUD.

## **County Collaborative Efforts for Special Needs/Homeless Housing**

### *The Los Angeles Homeless Services Authority:*

The Los Angeles Homeless Services Authority (LAHSA) is a Joint Powers Authority between the City and County of Los Angeles established to address homeless issues and to apply under a coordinated funding approach to the U.S. Department of Housing and Urban Development (HUD) for Stewart B. McKinney Act funds, which is the principal source of federal funds directed toward the production of service-enhanced shelter. Under the competitive nationwide funding application, which is known as the Super Notice of Funding Availability (Super NOFA), LAHSA establishes a Continuum of Care that assesses and responds to identified needs in the areas of emergency shelters, transitional and permanent housing and associated services. LAHSA reviews and approves activities for the construction, rehabilitation, and delivery of services to emergency shelters.

*Current Resources:* In Fiscal Year 2002-2003, the County contributed approximately one-third of LAHSA's \$20 million budget, with the remainder coming from the City of Los Angeles. This is consistent with the relative amounts of ESG and CDBG funds received by the County and City, which are 3-5 times greater, respectively for ESG and CDBG (County unincorporated area) than for the City, as described above. As stated above, these are allocations fixed by HUD. In the case of "discretionary" General Funds, the County in FY2002-2003 contributes \$875,000 (64%) of the \$1.375 million of General Funds available to LAHSA. While the City receives greater funding from these sources that can be utilized for emergency shelters, which was the subject of the February 25<sup>th</sup> presentations made to the Board, the County also funds the entire \$1.190 million to LAHSA available for homeless emancipated foster youth. The County and City provide essentially the same amount of funding to LAHSA for General Administration, and the County provides an additional \$400,000 in administration for special programs. The County's administrative contribution is in compliance with the Agreement governing the JPA. Attachment III is a summary of LAHSA funding over three years.

### *The Community Development Commission of the County of Los Angeles (CDC)*

The CDC is the County agency designated with the responsibility of providing affordable housing for low-income residents, including a variety of special needs populations. While LAHSA has resources to fund emergency shelters, the CDC's funding source requirements and activities focus upon transitional and permanent housing. Transitional housing provides a supportive program,

typically for a period of time between six months and two years, after which the person can progress to independent living. Permanent housing has on-site or off-site services attached with the housing management. However, the CDC has collaborated in various "program models" that seek to combine the capital resources available to the Commission with operating and service resources available from other County and non-County agencies.

- City of Industry Funds—The Housing Authority of the County of Los Angeles (HACoLA) has awarded \$95 million to 116 projects located within 15 miles of the City of Industry, including incorporated cities, since June 1998 when the Board of Supervisors approved an allocation plan that, among other things, set-aside up to one-half of the funds for special needs populations, which can include at-risk and homeless populations. Since that time, \$39 million has been awarded to 41 special needs projects. These projects may leverage funding with the State's Multifamily Housing Program, as suggested by the speakers at the February 25 Board meeting.
- CDC/Department of Children and Family Services (DCFS) /LAHSA Supportive Housing Program (SHP)— Over the last three years, the CDC has used over \$9 million in HOME Program and CDBG capital funding, and LAHSA Supportive Housing Program (SHP) funding to provide over 150 transitional housing beds in 13 projects for homeless young adults 18-21 years of age that are emancipated by the courts from the County's foster care program. *This population is the sole responsibility of the County, and no funding is provided by the City for this purpose.*
- CDC/Department of Mental Health (DMH) Transitional Housing Program (THP)— The CDC works with DMH to utilize a variety of funding sources for operating costs. One program has produced 18 units of transitional housing with support services for emancipated foster youth with mental disabilities, and future projects are in the development stage. The CDC contributed \$2 million in capital costs to this project and DMH contributed \$750,000.
- CDC/DCFS/LAHSA Homeless Emancipated Youth Program—The CDC has entered into Board-approved MOUs with DCFS and LAHSA to annually transfer to LAHSA \$1,190,000 in ILP funds to be incorporated in LAHSA's procurement process for housing locators, project operating assistance for emergency shelters and transitional housing, and to provide administrative support to LAHSA. The CDC may also provide capital assistance for approved projects. This strategy was developed under the ILP Design Team, which was created by the Board of Supervisors.

Additional CDC programs for homeless populations include:

- Housing Authority Section-8 Special Programs— Since 1994, over 2,200 units, amounting to over \$32 million of rental assistance, have been contracted through special programs for the homeless. These programs include: Homeless Section-8 Voucher Set-Asides including Long-Term Family Self-Sufficiency, Shelter Plus Care Programs for the disabled homeless, and HOPWA HACoLA rental assistance for persons living with HIV/AIDS, including the homeless. The Shelter Plus Care Program is a collaborative with LAHSA that currently provides rental assistance for 215 units.
- CDBG Homeless Assistance—These funds are provided to nonprofit agencies to assist a variety of homeless populations in the unincorporated County and CDBG Participating Cities. In some cases, these agencies also serve homeless populations living within the City of Los Angeles. During the last two years, over \$1 million has been provided for this purpose.

### **County Resources Made Available by the County to the City of Los Angeles**

The various resources discussed above have been made available within the City of Los Angeles, as follows:

- City of Industry Funds— Approximately \$51 million or 54% of the total amount awarded under this funding source went to 60 projects within the City of Los Angeles. Of the \$37 million awarded to 40 special needs projects, \$28,533,000 or 77% was awarded to 26 projects within the City of Los Angeles. Many of these projects utilize County-funded nonprofit providers for support services and property management. Four of these projects are located in the Downtown area and were awarded a total of nearly \$5 million for 219 beds. In FY2002-2003, the award for special needs projects within the City amounted to \$2 million for two projects.
- CDBG Homeless Assistance—Of the \$1,128,074 in CDBG funds provided during the last two years to nonprofit agencies serving the homeless, approximately 50% (\$563,305) have been given to agencies that also serve the City of Los Angeles.
- County Department of Mental Health—The Department's principal funding source for the homeless is State AB2034 funding (currently at \$16,644,000), which is available for use in Los Angeles City, as well. With the exception of \$4.1 million provided for Bell Shelter and \$16,000 for the Ocean Park Community Center, the remaining \$4,932,000 in DMH funds

for the homeless during FY2002-2003 have been allocated for programs that serve the homeless population of the City of Los Angeles.

- County Department of Children and Family Services (DCFS)—The Department provides up to \$17 million annually to provide support services and housing for “emancipating” children 14-17 years of age in foster care and for young adults 18-21 years of age that are emancipated by the courts from the County’s foster care program and may be homeless. As with the housing funds referenced above in the “Collaborative” section, this population is *solely* funded through County programs.
- County Departments of Public Social Services (DPSS) and Health—These Departments provide numerous services to the homeless as part of the County’s general responsibility in this regard. Last year, the amount from DPSS was \$2.4 million.

## **Conclusion and Strategies for Special Needs and Homeless Populations**

### **Conclusions**

#### **Summary of County Funding**

The County of Los Angeles is responsible for a wide array of public, social and health services that are made available to the poorest residents throughout the County, including the City of Los Angeles. Within the broad context of this service burden, the County attempts to target specific needs through the allocation and targeting of resources. Many of these resources are restricted by law, by requirements of the funding source, and through the Board of Supervisor’s approved spending plans that have been developed in concert with community input and criteria established by funding agencies. The need expressed by speakers at the February 25 Board meeting to address funding for the Emergency Shelter Program within the City of Los Angeles relates to one specific program in a broad array of County responsibilities, albeit an important one.

Nevertheless, within this context, the County devotes a significant amount of resources to special needs populations, including the homeless, within the City of Los Angeles. This assistance amounted to \$7,495,505 in FY2002-2003, which does not include the County’s contribution to LAHSA or expenditures from the Department of Public Social Services and Health Services. Additionally, \$16,644,000 was available from the Department of Mental Health services for homeless persons throughout the County in that year, and approximately \$15 million annually from the Department of Children and Family Services for children and young adults 14-21 years old, including the homeless. Also, \$28,533,000

from the Industry Fund has been awarded to date to special needs projects located within the City of Los Angeles.

The County has utilized a variety of collaboratives that have produced successful housing models directed toward specific special needs populations. These models bring together a coordinated interdepartmental, as well as interjurisdictional approach to combining the various aspects of funding supportive housing; that is, the capital, ongoing operating costs, and supportive services. Similarly, housing providers are given the opportunity to access these funding components in a manner that provides certainty of funding early in the project process.

### Constraints

However, the constraints in funding emergency shelters, in particular, are significant. These include:

- Most federal and State funding sources available to the County emphasize support services and client outcomes, rather than only the provision of sleeping quarters.
- The need for emergency shelters (and special needs housing) greatly exceeds the available resources and current resources are being reduced due to several factors. These include the impact of the energy crisis, economic recession and security costs upon the State, and shifting priorities of the federal government in light of increased security and defense costs.
- The need to support existing rather than new projects in the LAHSA/McKinney Program.
- Even if capital funds are obtained to provide new shelters, operating funds are in short supply.

### Recommendations and Strategies

1. Encourage project-directed collaborative efforts such as those described in this report. One such effort is the Special Needs Housing Alliance (SNHA) formed by the New Directions Task Force. The SNHA membership includes representatives from the CDC and County Departments concerned with the provision of special needs housing. The SNHA also includes representatives from LAHSA, and the ILP Taskforce. The SNHA, in conjunction with the Los Angeles County Interagency Operating Group (IOG), commissioned a study by Shelter Partnership on County and City resources available for special needs housing. The draft study has been completed and will be finalized shortly.

2. Continue to collaborate with the City of Los Angeles and special needs housing providers, particularly in consideration of the percentage of the County's homelessness represented within the City.
3. Continue to track state legislative initiatives that may impact the issues of emergency shelters and supportive housing and that the Chief Administrative Officer monitor and advocate legislation that may have potential benefit in enhancing resources for this population and provide specific recommendations for Board positions.

The creation of safe and appropriate service-enriched affordable housing is a complex process. It requires enormous sums of money to create a full continuum of housing resources and supportive services that are most appropriate for this population to help them initially to have access to safe sleeping quarters and, where possible, to ultimately achieve and maintain self-sufficiency in permanent housing. Finding the means to create these resources can not only result in social benefits to those in need but also offer the opportunity for economic stimulus to the County's economy.

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Attachments

**EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES**

VIOLET VARONA-LUKENS  
Executive Officer

ATTACHMENT I



March 18, 2003

TO: David E. Janssen  
Chief Administrative Officer

Carlos Jackson  
Executive Director of the Community Development  
Commission

FROM: Violet Varona-Lukens *VL*  
Executive Officer

SUBJECT: REMINDER - BOARD REQUESTED REPORT

The purpose of this memo is to remind you that on Tuesday, March 25, 2003 the following report is due:

In cooperation with the Los Angeles Homeless Service Authority, report back regarding the issues and strategies relating to projects, special needs and programs for the homeless including any available funding for the Downtown Los Angeles area.

(Requested at the meeting of 02/25/2003 by the Board, Syn. #25)

**COUNTY OF LOS ANGELES**

ATTACHMENT II

**Response to February 25, 2003 Motion  
By the Board of Supervisors**

**Los Angeles County Assistance Provided to  
Homeless and Special Needs Populations**

County Collaborative Efforts for Special Needs / Homeless Housing (Current Resources)				
County Contribution to LAHSA Budget				
Agency / Division	Program	LAHSA Budget FY 2002-2003	County Contribution	% of County Contribution
LAHSA	ESG	\$ 4,258,850	\$ 1,254,000	29.44%
LAHSA	ESG - Admin	\$ 224,150	\$ 66,000	29.44%
LAHSA	CDBG	\$ 8,915,711	\$ -	0.00%
LAHSA	CDBG - Admin	\$ - 1,435,000	\$ 285,000	19.86%
LAHSA	General Funds	\$ 570,000	\$ 70,000	12.28%
LAHSA	General Funds - Admin	\$ 805,000	\$ 805,000	100.00%
LAHSA	Eviction Prevention	\$ 2,636,343	\$ 2,636,343	100.00%
LAHSA	Eviction Prevention - Admin	\$ 213,657	\$ 213,657	100.00%
LAHSA	ILP	\$ 990,000	\$ 990,000	100.00%
LAHSA	ILP - Admin	\$ 200,000	\$ 200,000	100.00%
<b>Subtotal</b>		<b>\$ 20,248,711</b>	<b>\$ 6,520,000</b>	<b>32.20%</b>
County Contribution to Homeless and Special Needs Programs				
Agency / Division	Program	Total Budget Beginning Fiscal Year 2002 - 2003	County Contributionn Fiscal Year 2002- 2003	% of County Contribution
CDC	Industry Funds <sup>1</sup>	\$ 38,900,000	\$ 38,900,000	100.00%
CDC/DCFS	Emancipation - Capital Dollars <sup>2</sup>	\$ 10,009,025	\$ 9,519,025	95.10%
CDC/DMH	Transitional Housing Program	\$ 2,750,000	\$ 2,000,000	72.73%
CDC/DCFS	Homeless EFY Program	\$ 1,190,000	\$ 1,190,000	100.00%
CDC	Housing Authority Section 8 <sup>3</sup>	\$ 32,179,041	\$ 32,179,041	100.00%
CDC	CDBG Homeless Assistance <sup>4</sup>	\$ 1,128,074	\$ 1,128,074	100.00%
DMH	AB2034	\$ 16,664,000	\$ 16,664,000	100.00%
DMH	Capital Dollars	\$ 9,048,000	\$ 4,932,000	54.51%
DCFS	ILP	\$ 17,099,411	\$ 17,099,411	100.00%
DPSS	General Relief	\$ 2,400,000	\$ 2,400,000	100.00%
<b>Subtotal</b>		<b>\$ 131,367,551</b>	<b>\$ 126,011,551</b>	<b>95.92%</b>
<b>TOTAL COUNTY COMMITMENT TO HOMELESS AND SPECIAL NEEDS SERVICES (Including LAHSA)</b>			<b>\$ 132,531,551.00</b>	
<b>County Homeless and Special Needs Program Resources Made Available to the City of Los Angeles</b>				
Agency / Division	Program	Total County Allocation	\$ Made Available to the City	% of County Pass through Funds Allocated to the City
CDC	Industry <sup>1</sup>	\$ 38,900,000	\$ 28,533,277	73.35%
CDC	CDBG Homeless Assistance <sup>4</sup>	\$ 1,128,074	\$ 563,305	49.94%
DMH	AB2034	\$ 16,664,000	\$ 16,664,000	See Footnote 5
DMH	Capital Dollars	\$ 9,048,000	\$ 4,932,000	54.51%
DCFS	ILP <sup>5</sup>	\$ 17,099,411	\$ 17,099,411	See Footnote 5
DPSS	General Relief	\$ 2,400,000	\$ 2,400,000	See Footnote 5
<b>TOTAL COUNTY RESOURCES MADE AVAILABLE TO THE CITY OF LOS ANGELES</b>			<b>\$ 70,191,993.00</b>	
<sup>1</sup> Beginning Fiscal Year 1999 - 2000				
<sup>2</sup> Beginning Fiscal Year 1997 - 1998				
<sup>3</sup> Beginning Fiscal Year 1994 - 1995				
<sup>4</sup> From Fiscal Year 2000 -2002 through Fiscal Year 2002-2003				



## City and County Contribution to LAHSA/Homeless Programs

Original Joint Powers Authority Agreement - Contribution to Programs Serving Homeless		1993-1994	
		City	County
Winter Shelter Program		\$ 1,056,089	\$ 600,000
Homeless Assistance Program ( McKinney)		1,193,911	212,495
Neighborhood Facilities /Homeless Coordination		250,000	287,000
Emergency Shelter Grant Program (ESG)		-	493,900
Sundown Program (non-LAHSA)		-	250,000
Consolidated Skid Row Services (non-LAHSA)		-	226,000
Emancipated Foster Youth Housing (non-LAHSA)		-	402,000
<b>Total</b>	<b>\$</b>	<b>2,500,000</b>	<b>\$ 2,471,395</b>
Contribution to LAHSA		2001-2002	
		City	County
Emergency Shelter Grant Program for Programs		\$ 3,007,700	\$ 1,254,950
Emergency Shelter Grant Program for Administration		158,300	66,050
Community Development Block Grant Funds for Programs		8,171,878	35,000
Community Development Block Grant Funds for Administration		1,150,000	285,000
General Funds for Programs		500,000	35,000
General Funds for Administration		-	805,000
<b>Total</b>	<b>\$</b>	<b>12,987,878</b>	<b>\$ 2,481,000</b>
Current Contribution to LAHSA		2002-2003	
		City	County
Emergency Shelter Grant Program for Programs		\$ 3,004,850	\$ 1,254,000
Emergency Shelter Grant Program for Administration		158,150	66,000
Community Development Block Grant Funds for Programs		8,915,711	-
Community Development Block Grant Funds for Administration		1,150,000	285,000
General Funds for Programs		500,000	70,000
General Funds for Administration		-	805,000
Emergency Assistance to Prevent Eviction/Moving Assistance for Programs - (one time only)			2,636,343
Emergency Assistance to Prevent Eviction/Moving Assistance for Administration - (one time only)			213,657
Independent Living Program for Programs			990,000
Independent Living Program for Administration			200,000
<b>Total</b>	<b>\$</b>	<b>13,728,711</b>	<b>\$ 6,520,000</b>



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**Carlos Jackson**  
Executive Director

## FOR YOUR INFORMATION ONLY

April 17, 2003

Susanne Browne  
Staff Attorney  
Legal Aid Foundation of Los Angeles  
110 Pine Avenue, Suite 420  
Long Beach, California 90802-4421

**RE: RESPONSE TO COMMENTS ON THE HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES' 2003-2004 PHA PLAN**

Dear Ms. Browne:

In response to your March 21, 2003 letter, the following are responses to each of the comments regarding the 2003-2004 PHA Plan:

**I. Translation of the Plan**

**LAFLA COMMENT:** Although HACoLA translated the Plan Overview into Spanish, Korean, Mandarin Chinese, Russian and Braille, the actual Plan was available only in English. The Plan should have been translated into languages other than English to ensure meaningful resident participation.

One of the residents on HACoLA's Section 8 Resident Advisory Board ("RAB"), whose mission it is to review and provide input on the Plan, specifically raised this issue. The RAB member made the following comment at a RAB meeting: "I am having a difficult time reading the five-years goals because there are in English." (sic). (See Plan p. 127).

Translation of the Plan is required by Executive Order 13166. Executive Order 13166, also known as the Limited English Proficiency Order ("LEP Order"), provides that, consistent with Title VI of the Civil Rights Act, persons with limited English proficiency must have meaningful access to federally conducted and federally funded programs and activities. (Executive Order 13166 is attached hereto as Exhibit 1). The LEP Order requires federal agencies to create plans to ensure that their own activities provide meaningful access for persons who are limited English proficient. In accordance with Executive Order 13166, HACoLA should translate the Plan into multiple languages. Translation of only the Plan Overview does not constitute compliance with the LEP Order. The Housing Authority of the City of Los Angeles has translated the PHA Plan template into Spanish. Translation costs, therefore, would be minimal with regards to that language, as HACoLA could obtain the Spanish template from HACLA.

**HACoLA RESPONSE:** For clarification purposes, the HACoLA translated the PHA Plan Overview and Major Changes and the Capital Fund Annual Statement into Spanish, Korean, Mandarin Chinese, Russian and Braille. The HACoLA did not receive a request for the PHA Plan to be translated, in its entirety, into a different language.

To make the PHA Plan document accessible to the public, the HACoLA advertised the public hearing and accessibility of documents in seven local newspapers, including Spanish and Russian newspapers. The PHA Plan was distributed to eight libraries, eleven public housing sites, the HACoLA Administrative Offices and the HACoLA website. Please note that HUD does not provide funding to PHAs for translation and processing of the PHA Plan.

The Housing Authority of the City of Los Angeles (HACLA) did translate the PHA Plan **template** into Spanish. This template has been utilized during the HACoLA's Resident Advisory Board (RAB) meetings for a few Spanish speaking RAB members. Additionally, the HACoLA will consider other methods of accommodating non-English speaking residents for the next PHA Plan process. The HACoLA must reiterate that only one Section 8 RAB member requested accommodation during the PHA Plan process. This RAB member requested that the Attachment, "Progress in Meeting 5-Year PHA Plan Goals", be translated into Spanish. The accommodation was provided.

Executive Order 13166 provides that agencies shall take reasonable steps to provide meaningful access to federally funded programs and activities for limited English proficient persons. Executive Order 13166 does not require that the entire PHA Plan be translated, but that the HACoLA take reasonable steps to provide meaningful access to its federally funded programs and activities. If Executive Order 13166 applies to the PHA Plan, for the above reasons, the HACoLA took reasonable steps to provide meaningful access. Moreover, last year when Legal Aid requested that additional PHA Plan documents be translated, the HACoLA contacted Bob Cook, Director of the Los Angeles office of the Department of Housing and Urban Development. He stated that the HACoLA was in compliance of Executive Order 13166.

## II. **FSS Action Plan (p.6)**

**LAFLA COMMENT:** HACoLA's FSS Action Plans for Public Housing and Section 8 are not attached to the Plan. The FSS Action Plans should be attached. Please send me copies of these Plans.

**HACoLA RESPONSE:** HUD does not require the FSS Action Plans for public housing and Section 8 to be attached to the PHA Plan. Currently, Section 8 exceeds the requirement of 999 FSS participants. There are currently 1,202 active participants. The required number of FSS participants for public housing is 72 and there are currently 53 active participants. The initial number of required participants is decreased each time a participant graduates. The PHA Plan will be revised to include these numbers.

Additionally, the HACoLA has implemented the following strategies to increase the number of participants into the FSS program:

- Workshops to recruit, inform, and obtain feedback on the FSS Program.
- Collaborate with the public housing Community Resource Centers to be able to service more families adequately, establish a network of services, streamline our services, and to encourage residents to provide FSS information to the community.
- Work in conjunction with the Resident Council Boards located at each housing community to disseminate information and provide a clear objective of the FSS program.

### III. **Rent Policies (p.12)**

**LAFLA COMMENT:** The Plan provides that HACoLA will “adopt rent policies to support and encourage work” for both its public housing and Section 8 programs. What type of rent policies are these? Are there exemptions for the elderly and disabled?

**HACoLA RESPONSE:** Policies that support and encourage work are only for public housing residents not for Section 8 participants. There are two rent policies that support and encourage work for ALL public housing residents. These rent policies are also offered to the elderly and disabled. HUD mandates both rent policies:

- **Disallowance of Earned Income from Rent Determinations:**

The rent for qualified residents may not be increased as a result of the increased income due to employment during the 12-month period beginning on the date on which the employment begins. The earned income disallowance is limited to a lifetime 48-month period for each resident.

- **Flat Rents**

The HACoLA gives each resident the choice of paying income-based or flat rent. The HACoLA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which is based on the market rental amount of the unit. It is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. The HACoLA reviews the income of families paying flat rent not less than once every three years. A resident can opt out of the flat rent at any time.

### IV. **Public Housing**

#### A. **Move-Out Inspections (p.3)**

**LAFLA COMMENT:** The Plan provides that, pursuant to CA Civil Code section 1950.5(f), HACoLA will notify tenants who *voluntarily* terminate their tenancies of their right to request move-out inspections prior to vacating their units.

CA Civil Code 1950.5(f), however, does not limit the right to move-out inspections to tenants who voluntarily vacate their units. CA Civil Code 1950.5(f) provides that “[w]ithin a reasonable time after notification of *either party’s intention to terminate the tenancy*, or before the end of the lease term, the landlord shall notify the tenant in writing of his or her option to request an initial inspection and of his or her right to be present at the inspection.” (emphasis added). HACoLA, accordingly, must notify *all* tenants of their right to a move-out inspection.

**HACoLA RESPONSE:** In accordance with Section 1950.5(f) of the California Civil Code, the HACoLA shall notify all public housing residents terminating tenancy, of their option to request a move-out inspection prior to vacating the HACoLA premises.

B. Income Targeting (p.8, 12, 17)

**LAFLA COMMENT:** We are pleased that HACoLA has decided to exceed the federal income targeting requirements for public housing families who are at or below 30% average median income (“AMI”). The federal target for such extremely low-income families is 40%.

The Plan, however, fails to specify HACoLA’s target for admission of such extremely low-income families. In light of the fact that over 95% of the public housing waiting list is comprised of extremely low-income families, we recommend that HACoLA target at least 90% of its public housing units to extremely low-income families. It is important to note that the percentage of families on the waiting list who are extremely low-income has increased from last year from 92% to 95%.

**HACoLA RESPONSE:** Section 16(a)(3)(B) of the United States Housing Act of 1937 (42 U.S.C. 1437n), mandates PHAs to adopt admission policies that promote the deconcentration of poverty in public housing by admitting at least 40% of extremely low-income families. The HACoLA has consistently exceeded this requirement and will not amend its admissions policy.

C. Housekeeping (p. 16)

**LAFLA COMMENT:** The Plan provides that housekeeping is a factor used to establish eligibility for admission to public housing. Housekeeping should not be a factor in establishing eligibility, as it is extremely subjective and somewhat irrelevant. The use of housekeeping as an eligibility factor, moreover, may have a discriminatory impact on the elderly and disabled. At a minimum, the elderly and disabled should be exempted from this eligibility factor.

**HACoLA RESPONSE:** The HACoLA may conduct a home visit to assess factors such as housekeeping and rent-paying habits, should an applicant's prior rental history, based on a landlord reference and/or prior evictions, demonstrate that an applicant may not be suitable for housing. Out of approximately 900 public housing applicants processed for FY 2002, the HACoLA conducted a total of three home visits to assess housekeeping conditions. Each of these applicants were deemed eligible and suitable for housing. Housekeeping is only one of several suitability factors that the HACoLA considers for admission to public housing. Other admission factors that the HACoLA considers are: rental payment history, previous unlawful detainers, credit and criminal history. The HACoLA may deem it necessary to deny public housing admission due to housekeeping conditions such as; creation of fire hazards through acts such as hoarding flammable materials; severe damages to premises and equipment; seriously affecting neighbors by causing infestation and foul odors.

D. Minimum Rent (p.26)

**LAFLA COMMENT:** HACoLA has a minimum rent of \$26.00 - \$50.00 for public housing residents. HACoLA should not have a minimum rent, as it is a financial hardship for those without an income, or with a very limited income.

At a minimum, exceptions should be granted for the elderly and disabled.

**HACoLA RESPONSE:** The HACoLA minimum rent is \$50 for public housing, which is the Total Tenant Payment (TTP) prior to applying the utility allowance. ALL residents are offered a minimum rent exception for hardship circumstances, which allows suspension of the minimum rent for an approved period of time.

E. Disposition

**LAFLA COMMENT:** What will happen to the tenants at 461-463 Amalia when these units are demolished? Will they receive vouchers?

**HACoLA RESPONSE:** In accordance with state law, the Los Angeles Unified School District, as a public agency, is required to offer tenants relocation assistance. If the tenants wish to remain in public housing, the HACoLA will assist them.

V. **The Section 8 Program**

A. Income Targeting (p. 10, 12, 24)

**LAFLA COMMENT:** HACoLA has decided not to exceed the federal income targeting requirements for admission of extremely low-income families to the Section 8 program. The federal target is 75%. In light of the fact that 93% of the

Section 8 waiting list is comprised of families who are extremely low-income, HACoLA should exceed the minimum federal income targets for their admission.

Why does HACoLA exceed the federal income targeting requirements for admission of extremely low-income families to its public housing program, but not its Section 8 program?

**HACoLA RESPONSE:** For FY 2002-2003, the HACoLA exceeded the federal income targeting requirements for the admission of extremely low-income families into the Section 8 Tenant Based Program. The PHA Plan for FY 2003-2004 will be revised to reflect that the Section 8 Tenant Based Program will exceed the federal income targeting requirements for admission of extremely low-income families.

B. Search Time (p.23)

**LAFLA COMMENT:** The Plan provides that HACoLA will provide extensions for large families. The Plan defines large families as six or more. The Plan should define large families as four or more.

**HACoLA RESPONSE:** In the PHA Plan, the HACoLA refers to a family of six or more as a scenario for a particular family situation to request a voucher extension. This is not the HACoLA's definition of a large family. According to HUD's PIH 2002-7, the definition of a large family is one that has three or more minors. This is the definition utilized by the HACoLA. For clarification, the HACoLA provides voucher extensions to all participants up to 180 days and up to 270 days for medical reasons or other reasonable accommodations.

C. Preferences (p.24)

**LAFLA COMMENT:** HACoLA should have a Section 8 preference for victims of domestic violence. Victims of domestic violence fleeing from their batterers need housing. Housing, moreover, creates a stable environment for their families, which have suffered enormously. The HACoLA has a public housing preference for domestic violence victims. It should similarly have a domestic violence preference for Section 8 applicants. Why is there a public housing preference for domestic violence victims, but no such preference for Section 8 applicants?

**HACoLA RESPONSE:** Section 8 applicants are given a domestic violence preference through the HACoLA's Section 8 Set-Aside Program. The program provides rental assistance for homeless and victims of domestic violence. The HACoLA contracts with several non-profit agencies that provide supportive services for homeless and domestic violence applicants. All applicants admitted to the program are referred by the non-profit agencies. The program is administered by the Section 8 Special Program Unit, which works directly with each non-profit agency.

D. Minimum Rent (p. 30)

**LAFLA COMMENT:** The HACoLA has a minimum rent of \$1.00 - \$25.00 for voucher holders. The HACoLA should not have a minimum rent, as it is a financial hardship for those without an income, or with a very limited income.

The Plan provides that there is an exception for the homeless. There should also be exceptions for the elderly and disabled.

**HACoLA RESPONSE:** The HACoLA's minimum rent requirement for Section 8 is \$25.00. ALL participants are offered a minimum rent exception for hardship circumstances, including the elderly and disabled. The Plan has been revised to include all participants.

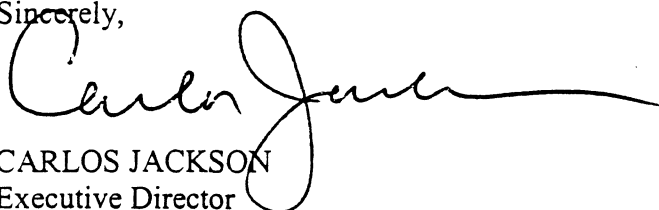
E. Section 8 Homeownership Program (p.39)

**LAFLA COMMENT:** The HACoLA should have a Section 8 homeownership program. It currently does not have one. A Section 8 homeownership program is important because it allows low-income families to become homeowners.

**HACoLA RESPONSE:** The HACoLA has conducted an assessment of the homeownership program. Due to a combination of factors such as the high subsidy requirements, program administration and few participants that qualify. The HACoLA has determined at this time that this program is not feasible. However, the Community Development Commission offers several home buying programs, which are available to all Los Angeles County residents.

The HACoLA would like to thank you for taking the time to review and comment on the PHA Plan for Fiscal Year 2003-2004. Should you have any questions, please contact Marisela Crabbe, Analyst, at 323-890-7120.

Sincerely,



CARLOS JACKSON  
Executive Director



# FOR YOUR INFORMATION ONLY

February 20, 2003

To: Supervisor Yvonne Brathwaite Burke, Chair  
Supervisor Gloria Molina  
Supervisor Zev Yaroslavsky  
Supervisor Don Knabe  
Supervisor Michael D. Antonovich

From: David E. Janssen  
Chief Administrative Officer

## **STATUS REPORT – EXPANDING APPLICABILITY OF LIVING WAGE ORDINANCE**

On January 21, 2003, at the suggestion of Supervisor Molina and on motion of Supervisor Antonovich, the Board instructed the Chief Administrative Officer, County Counsel, Auditor-Controller and the Affirmative Action Compliance Officer to report back in 30 days on the County-related agencies that are not subject to the Living Wage Ordinance (LWO); and prepare an amendment to the LWO for Board consideration that would make the LWO applicable to those agencies. This memorandum provides a status report on that instruction.

This office has met with the designated departments and jointly reviewed agencies currently not subject to the LWO, the reasons why they are not subject to the LWO, and options to amend the Ordinance to include those agencies. County Counsel's office is conducting further research on the best approach to drafting such an amendment. We plan to report back to your Board with a proposed amendment to the LWO for your consideration within 45 days.

If you have any questions, please let me know or your staff may contact Nan Flette of this office at (213) 974-1168

DEJ:LS  
MKZ:NF:nl

c: Executive Officer, Board of Supervisors  
County Counsel  
Affirmative Action Compliance Officer  
Auditor-Controller



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

April 8, 2003

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

To: Supervisor Yvonne Brathwaite Burke, Chair  
Supervisor Gloria Molina  
Supervisor Zev Yaroslavsky  
Supervisor Don Knabe  
Supervisor Michael D. Antonovich

From: David E. Janssen  
Chief Administrative Officer

Dennis A. Tafoya  
Affirmative Action Compliance Officer

J. Tyler McCauley  
Auditor Controller

Lloyd W. Pellman  
County Counsel

**STATUS REPORT – EXPANDING APPLICABILITY OF LIVING WAGE PROGRAM**

On January 21, 2003, at the suggestion of Supervisor Molina and on motion of Supervisor Antonovich, the Board instructed the Chief Administrative Officer (CAO), County Counsel, Auditor-Controller and the Affirmative Action Compliance Officer to report back in 30 days on other County-related agencies that are not subject to the Living Wage Ordinance (LWO) and to prepare an amendment to the LWO for Board consideration that would make the LWO applicable to appropriate agencies.

On February 20, 2003, the CAO issued a status report advising that the designated departments had jointly reviewed agencies currently not subject to the LWO, the reasons why they are not subject to the LWO, and options to extend the Ordinance to those agencies. We also reported that County Counsel was researching the best approach to drafting such an amendment and that we would report back in 45 days with a proposed amendment to the LWO for your consideration.

Each Supervisor

April 8, 2003

Page 2

As indicated below, we are recommending that you consider extending the living wage program to two agencies, the Community Development Commission and the Housing Authority of the County of Los Angeles (CDC and Authority). We have determined that amending the LWO would not be an effective method to extend the living wage program to the CDC and the Authority and, instead, we recommend that the program be applied by the promulgation of a CDC and Authority policy.

This memorandum provides a second status report on this project, including our findings and recommendations.

### **Background**

The County's LWO applies only to two types of County contracts. The first are personal service contracts subject to the County's Proposition A Ordinance (County Code Section 2.121), which allows the County to contract out work that can be performed by County civil service employees when the work can be performed more economically by outside contractors. The second are cafeteria food services contracts.

The genesis of the Board's instruction was awareness that the CDC and Authority were not implementing the County's LWO. The CDC and Authority are governmental entities legally separate and distinct from the County of Los Angeles, but whose governing boards are exclusively comprised of members of your Board. Employees of the CDC and Authority are not employed by the County of Los Angeles and are not protected by the civil service system. Also, the CDC and Authority are not subject to County ordinances. The CDC and Authority are governed by their own legal requirements and policies. Accordingly, the County's Proposition A Ordinance does not apply to the CDC or Authority and the LWO requirements have never been implemented in their contracting programs.

### **Review of Other Agencies**

In response to your Board's motion, we conducted a thorough review of various governmental entities that might be similarly situated to the CDC and Authority – entities with governing boards comprised of members of your Board. For example, we reviewed special districts administered by the County Department of Public Works (DPW). Some of these special districts are legally separate and distinct from the County of Los Angeles and have governing boards comprised of members of your Board. These special districts include the Los Angeles County Flood Control District

Each Supervisor  
April 8, 2003  
Page 3

and numerous waterworks districts. These special districts are operated by DPW employees. Because these special districts have been administered and operated by DPW, services for these special districts have been obtained through County contracts which have incorporated the LWO requirements.

Two governmental entities that might be similarly situated to the CDC and Authority are County Sanitation Districts Nos. 27 and 35. Although these two Districts are governed by boards comprised solely of members of your Board, they are legally separate and distinct from the County of Los Angeles and are administered and operated by employees who are not County employees. Also, these districts are not subject to County ordinances.

Through our review, we learned that, by agreement, District No. 27 contracts with the City of Los Angeles for waste water service and that District No. 35 is inoperative because no facilities were ever constructed. We further learned that the City's living wage program requirements are applicable to the services the City provides under contract on behalf of District No. 27. Indeed, all of the Sanitation Districts operate under a joint administrative agreement (including procurement of contracts) with one administrative staff headquartered in District No. 2 – the Joint Administrative Office. Accordingly, it would be impractical to attempt to apply the LWO to County Sanitation District No. 27 and unnecessary in light of the applicability of the City's living wage program.

As a result of our review, we are recommending that consideration be given to extending the living wage program to the CDC and the Authority. We have further determined that the method to accomplish this is not amending the LWO, because County Counsel has indicated that the CDC and Authority are not subject to County ordinances. Instead, County Counsel recommends that your Board, acting in its capacity as the Boards of Commissioners of the CDC and Authority, promulgate a policy that would apply similar living wage provisions to the CDC and the Authority. In conjunction with the CDC and Authority, County Counsel is preparing a proposed policy for consideration at a regular Board meeting within 30 days.

If you have any questions, please let one of us know or your staff may contact Nan Flette of this office at (213) 974-1168, or David Michaelson or Robert Cartwright of County Counsel at (213) 974-1832 and (213) 974-1879, respectively.

DEJ:DAT  
JTM: LWP:nl

c: Executive Officer, Board of Supervisors  
Executive Director, Community Development Commission/Housing Authority



**Carlos Jackson**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

## FOR YOUR INFORMATION ONLY

March 31, 2003

Dear Ujima Village Residents:

### NOTICE OF INTENT TO SELL UJIMA VILLAGE

When the Housing Authority purchased Ujima Village from HUD in 1996, we did not envision that there would be any reason to later sell the property. However, over the last several years the residents have repeatedly complained to us about inadequate plumbing and other building deficiencies. Last year, after conducting unit-by-unit inspections, it became apparent that substantial rehabilitation would be needed in order to correct the deficiencies. Unfortunately, the current rent structure does not yield enough revenue for the Housing Authority to complete the large-scale renovation that is required. We also pursued grant funds from HUD, but learned that they only make funds available to Housing Authorities for improvements to public housing.

In the interest of addressing all of the needed improvements throughout Ujima Village, we began exploring the option of selling the property to a qualified non-profit developer that could undertake the rehabilitation. Please be aware that this process may take as long as two to three years and will have no immediate impact on your lease.

We realize that this action will raise many questions within the community; therefore, we will attempt to provide as much information within this letter as possible. For individuals that require additional information, the Housing Authority will host a follow-up community meeting at the following date and time:

Date: Thursday, April 3, 2003

Time: 6:00 p.m.

Location: Ujima Village Community Center

We have attempted to anticipate some of the questions you may have about this process. Please take a moment to read the questions and answers below. Once again, a follow up community meeting is scheduled should you have additional questions or would like further clarification on anything.

**Will I need to move out of Ujima Village as a result of this pending sale?**

- ABSOLUTELY NOT. The sale of Ujima Village will not have any impact on your status as a resident.

**How long will it be before Ujima Village is sold?**

- Due to the complexity of this process, we cannot give a definite timeline, however we anticipate that the entire process may take two to three years to complete.

**Why is the Housing Authority planning to sell Ujima Village?**

- There are major items such as plumbing that need to be repaired and or completely replaced throughout the buildings. These extensive repairs total over \$15 million.
- There are no funding sources available to the Housing Authority that would sufficiently address all the rehabilitation needs of Ujima Village.
- There are funding sources available to non-profit agencies that would give them the capital needed to make these necessary repairs at Ujima Village.

**How does the Housing Authority plan to go about selling Ujima Village?**

- The Housing Authority will develop and issue a "Request for Qualifications" (RFQ). This RFQ will be used to select the most qualified developer. The RFQ will contain very strict and specific criteria that the developer must meet in order to demonstrate their ability to obtain funding, their ability and experience in completing major unit rehabilitation, and their ability and experience in managing low income housing.

**How will residents be involved?**

- The Housing Authority will establish an advisory committee, which will include residents of Ujima Village. This advisory committee will review the proposals and submit feedback and recommendations to the Housing Authority.
- It should be noted that members of the resident council have already begun meeting with the Housing Authority to help develop the RFQ and to assist in establishing the criteria to determine the most qualified developer.

March 31, 2003

Page 3

**How will my rent be affected before, during or after the sale?**

- There will be no change in the methods currently used to calculate your rent. All Section 8 participants will continue to have their rent based on their income in accordance with Section 8 regulations. Residents paying full market rent will continue to pay the market rents.

**Will the new owner be required to maintain Ujima Village as low-income housing?**

- Yes. The Housing Authority will require the new owner to abide by all existing contractual obligations to the U.S. Department of Housing and Urban Development (HUD).

**How can I remain informed about this process as it moves forward?**

- The monthly resident council meetings are a good place to obtain information regarding activities within Ujima Village as well as the monthly newsletter. You are also welcome to visit the Ujima Village administrative office to ask staff any specific questions regarding this sale. If they are not able to provide immediate answers to your questions, they will make sure to get the information and pass it along to you.

**During this transitional period, how will the Housing Authority address the unit rehabilitation needs of Ujima Village?**

- The Housing Authority recently awarded a contract for the complete rehabilitation of 30 units within Ujima Village. This is in addition to 15 units that were completed in the previous fiscal year. This phased approach will continue as funds allow until a qualified developer is identified to complete the rehabilitation for the remaining units.

During this process, the Housing Authority will continue seeking additional resources to provide services to the Ujima Village community. If you have any questions regarding this letter, I invite you to attend the community meeting on April 3<sup>rd</sup>, or please visit the administrative office.

Sincerely,

  
BOBBETTE A. GLOVER  
Assistant Executive Director

BAG:ES:ram  
Ujima Village-Notice of Sale



**COMMUNITY DEVELOPMENT COMMISSION**  
**of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**Carlos Jackson**  
Executive Director

**FOR YOUR INFORMATION ONLY**

April 14, 2003

Michelle Lee  
11449 Normandie, #13  
Los Angeles, CA 90044

Dear Ms. Lee:

Per your request, enclosed is the October 23, 2002 letter from Commissioner Dauk to the Department of Public Works regarding parking availability at your site. Also, enclosed is an email sent to Emilio Salas from Jeff Thierry of the Los Angeles Department of Public Works explaining why parking is not feasible.

I hope this addresses your concerns.

Sincerely,

BOBBETTE A. GLOVER  
Assistant Executive Director

BAG:MB:ram  
Daulk/Lee ltr





# **HOUSING AUTHORITY of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

Gloria Molina  
Yvonne Brathwaite Burke  
Zev Yaroslavsky  
Dan Krabe  
Michael D. Antonovich  
Commissioners

Carlos Jackson  
Executive Director

October 23, 2002

Ms. Guita Sheikholeslami  
Senior Civil Engineer  
Department of Public Works  
Traffic and Lighting Division  
P.O. Box 1480  
Alhambra, California 91802

Dear Ms. Shiekholeslami,

I am the chairperson of the Housing Commission for the Los Angeles County Housing Authority. I am writing this letter on behalf of the residents of Normandie Apartments, a public housing development located at 11449 S. Normandie Avenue, Los Angeles, California 90044.

We have been made aware that Ms. Michelle Lee, a resident of Normandie Apartments, contacted Mr. Jeff Thierry, of your staff, in July to request that a portion of Normandie Avenue be re-stripped to accommodate curbside visitor parking. This request resulted in the provision of parking just south of Normandie Apartments.

We appreciate your assistance and responsiveness to this request, however the residents have come to us with additional concerns about the distance that they must walk in order to access this curbside parking and are requesting that parking be made available directly in front of the apartment complex. I understand that parking was previously available at this location, however the street was recently resurfaced and re-stripped which eliminated all parking in front of Normandie Apartments.

We would appreciate further investigation of this matter in order to determine if curbside parking would be feasible at this location. If you have any questions, or require further information regarding this matter, please contact Mr. Emilio Salas, Area Manager for the Housing Authority of the County of Los Angeles at (323) 890-7137.

Sincerely,

PHILLIP DAULK  
Housing Commissioner



Strengthening Neighborhoods • Supporting Local Economies • Empowering Families • Promoting Individual Achievement

10/16/2002 12:21:00 A.M. ELM Guita

0076008929

Sent By: LOS ANGELES COUNTY

**Emilio Salas**

**From:** Thierry, Jeff [JTHIERRY@ladpw.org]  
**Sent:** Monday, July 15, 2002 11:46 AM  
**To:** oneblacc@aol.com  
**Subject:** FW: Striping Change

-----Original Message-----

**From:** Munoz, Jess  
**Sent:** Thursday, June 27, 2002 3:03 PM  
**To:** Thierry, Jeff  
**Cc:** Sheik ~, Guita; Madrid, Jalaine Q.; David MacGregor  
**Subject:** RE: Striping Change

Today I field investigated the subject location and compared whats on GD1054, they match. Attach are some photos I took in the field. The field conditions indicate that this area has recently been resurfaced and striped per indicated GD plan. Normandie Av., s/o Imperial Hwy., is 60' cb. to cb. and striped for two lanes in each direction. Note that there is also a 10-foot TWLTL ( about 200' in length) that start about 240' s/o Imperial Hwy. and then transitions just n/o of Laurel St.. This TWLTL allows full access to the existing driveways on both sides. The existing driving lanes are 11' and 14' on both sides of the TWLTL. It is recommended that this TWLTL remains in this area for safety reasons, and also the 2 lanes in each direction. Therefore, based on this and the existing street width, it would not be feasible to drop the existing NSAT on either side at this location. Note photo 2165 is looking south on Normandie Av. at the intersection of Laurel St., the other 2 are from the same location but looking north.

<<DCP\_2165.JPG>> <<DCP\_2166.JPG>> <<DCP\_2167.JPG>>

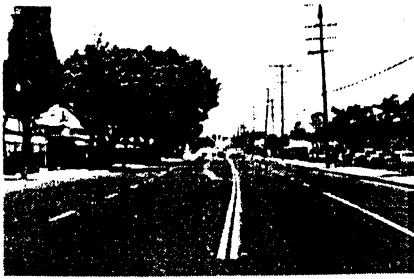
-----Original Message-----

**From:** Thierry, Jeff  
**Sent:** Wednesday, June 26, 2002 9:45 AM  
**To:** Munoz, Jess  
**Cc:** Sheik ~, Guita; Madrid, Jalaine Q.  
**Subject:** Striping Change

Jess, we received a request form Michelle Lee (11449 S. Normandie Avenue apt #14 Los Angeles, Ca, 90044 (323) 242-8909), to investigate if the striping on Normandie Avenue S/O Imperial Highway could be changed to allow for on street parking on the west side of Normandie Avenue in the front of her apartment complex. She indicated that the Fire Department recently condition the owners of her apartment complex to provide for emergency vehicle parking on the parking lot of the complex. This action has eliminated existing parking spaces form the tenants and guest. She indicated that parking did exist at one time on Normandie Avenue and when the street was resurfaced the striping changed and parking was no longer available. Michelle has indicated that she contacted Henry Porter, the community representative for the Athen/Westmount area and stated they plan to forward this request to Julia Orozco of SD-Office. Mr. Porter suggested she contact us as a heads-up. Please investigate this concern and report back to us with your findings.







MOTION BY SUPERVISOR BURKE

**FOR YOUR INFORMATION ONLY**

Three additions to the Housing Authority's 2003-2004 Annual Plan will enhance housing opportunities for qualified low- and moderate-income residents of the County.

First, in the case of an unforeseen event that has impacted a building occupied by a low-income family in Los Angeles County, the Housing Authority's Annual Plan should include the use of Project-Based Vouchers. The Housing Authority can commit up to 30 percent of its Section 8 Tenant-Based Program funding to project-based assistance.

Second, to develop more affordable housing within the County, the Annual Plan should include information regarding the disposition of the property at 1542 East 85<sup>th</sup> Street, in the County of Los Angeles. The title of the property will be transferred to a qualified developer to construct single-family detached homes on the vacant site. The homes will then be sold to families earning no more than 80 percent of the County's median income.

Third, in accordance with Section 1950.5(f) of the California Civil Code, the Housing Authority shall notify all public housing residents terminating their tenancy, of their option to request a move-out inspection prior to vacating Housing Authority premises.

The Housing Authority is required to submit the Annual Plan and all required attachments to HUD by April 17, 2003.

**I, THEREFORE, MOVE THAT THE BOARD:**

1. Instruct the Executive Director of the Housing Authority to include in the 2003-2004 Annual Plan the use of Project-Based Vouchers to prevent displacement of families and preserve affordable rents in the case of an unforeseen event.
2. Instruct the Executive Director to amend the 2003-2004 Annual Plan to include information regarding the disposition of the property at 1542 East 85<sup>th</sup> Street, to provide more affordable housing within the County of Los Angeles.
3. Instruct the Executive Director to revise the 2003-2004 Annual Plan to require that the Housing Authority notify all public housing residents terminating their tenancy, of their option to request a move-out inspection prior to vacating the premises.

**MOTION**

Molina	_____
Yaroslavsky	_____
Knabe	_____
Antonovich	_____
Burke	_____

# Commissioners Step Up to the Plate

*At a recent brainstorming session, commissioners provided feedback on their responsibilities and training needs.*

BY PAUL LUDWICK

**A**t the end of 2002, the assisted housing industry again found itself at a historical crisis point. The public hears some news reports of the nationwide critical shortage of affordable housing. However, the focus of the news is the war on terrorism and the overriding need to commit America's resources to that campaign.

This may seem one of the worst times in decades for those who need assistance to find decent housing, as well as for the people who serve them. Yet positive signs remain. The National Association of Housing and Redevelopment Officials (NAHRO) unveils remarkable new entrepreneurial products every year, and HUD Secretary Mel Martinez seems willing to listen to the national advocates about some important issues on the near horizon. The dynamic tensions at play in our industry are tremendous, and the minimum require-

ments for survival are vigilance, voice, and performance.

Fortunately, at perhaps one of the most opportune moments in NAHRO's history, housing commissioners are willing to step up to the plate for their turn at bat.

In 2002, I had a couple of remarkable opportunities to experience the growing level of commitment by commissioners to NAHRO's mission. In May, Alan Biedermann of the National Commissioner Affairs Committee asked me to help commissioners attending the Pacific Southwest Regional Conference to develop a strategic plan for the regional Commissioner Affairs Committee. At that conference, a group of about 20 commissioners developed a Five-Year Strategic Plan to increase the involvement of commissioners in PSWRC-NAHRO (Pacific Southwest Regional Committee). The plan included objectives for recruitment of commissioners to PSWRC, training,

marketing, and creative partnerships. Following the session, a couple of the session participants volunteered and subsequently were appointed to the Regional Commissioner Affairs Committee.

**Strategic Plan for Commissioner Affairs**  
PSWRC-NAHRO's 2002-2007 mission statement states: The Pacific Southwest Regional Committee for Commissioner Affairs has a mission to create affordable housing and safe, viable, sustainable communities.

The vision statement states: The Pacific Southwest Region of NAHRO will be a place where people are served best by all measurable standards.

The following are the goals and objectives of the organization and actions that need to be taken:

♦ Increase participation by commissioners.

The Regional Services Director will develop a roster of all commissioners by June 30, 2003.

Participants at the May 6, 2002, Commissioners training meeting will recruit five new members to PSWRC-NAHRO by June 30, 2004.

♦ Address the training needs of the commissioners  
Deal with the training needs of the



Paul Ludwick is with Work Groups by Design in Scottsdale, Ariz., a company that provides services in the development of work teams that are effective in the implementation of housing and community development programs. He can be reached at [pludwick@aol.com](mailto:pludwick@aol.com).





bilities as commissioners. Ethical financial management and communication with and for residents were identified as key responsibilities by almost half of the people responding. Nearly a third identified setting policy, leadership, and good judgment in meetings, oversight of agency operations or preservation and development of affordable housing as key responsibilities.

The big surprise, however, came with the answers to the final question. When asked to identify their most important training needs, the responses diverged greatly. While it was possible, with some difficulty, to organize the answers into general categories, it would have been unhelpful for future training development purposes to stop at the general categories. There appears to be a significant perceived need for a

## What do you see to be your key responsibilities as a commissioner?

Ethical financial management	67
Communication for/with residents for quality service and safety	64
Set policy	44
Faithful attendance/leadership/good judgment in meetings	44
Oversight of agency operations	42
Preservation and development of affordable housing	40
Mission/Vision/Strategic planning	22
Positive image to the larger community	21
Continuous learning	10
Monitor implementation of HUD regulations	6
Procurement	2
<b>TOTAL RESPONSES</b>	<b>362</b>

wide variety of important training opportunities for commissioners.

There were four important underlying issues in the written responses:

Commissioners appear very interested in playing a bigger role in the work of NAHRO.

On the first day of the Seattle conference, the late morning session drew more than 400 people and the early afternoon session drew more than 300. Given the current political and economic environment, the role of informed commissioners could be one of great value to the industry.

Those serving as commissioners have a strong desire to be effective. They want to understand the budget, the year-end settlement, and the audit. Understanding HUD regulations and the development process are desired goals. And they want to be effective as commissioners in a wide variety of ways: through planning and visioning, through more efficient meetings, in public relations and effective communication, and through strategic networking.

Commissioners would like to improve their relationships with the agency staff and the other commissioners.

Many of the written responses allude to a disconnect that might be mitigated by training for commissioners who are not residents,

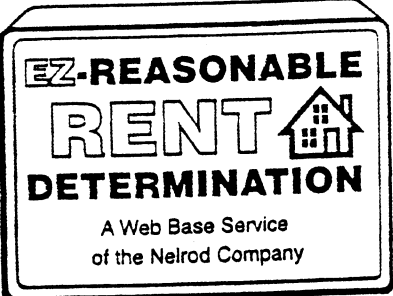
commissioners who are residents, and staff to improve levels of competency and mutual respect among staff and commissioners.

Conference sessions that are targeted to both staff and commissioners at the same time could be of significant benefit.

Those would include sessions dealing with regulations, program guidelines, ethics, and the distinction between policy and implementation in the management of housing agencies.

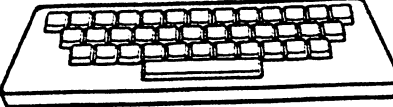
The purpose of this article was twofold: first, to provide a summary of the responses for all of the people who participated in the session at the Seattle conference, and second, to provide ideas for those people responsible for training sessions for commissioners at NAHRO conferences or at the local level.

At the regional conference in May and again at the Seattle conference, it was obvious that housing commissioners are diverse in experience, education, and perspective, but they are generally motivated by a desire to be involved and to make a difference. At a time when our industry needs all the help we can get, commissioners who are well-trained and well-informed are in a unique position to positively represent the agency to the residents, the community, and its elected officials. ■



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**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
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323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

April 23, 2003

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

Dear Commissioners:

**AGREEMENT WITH EMPHASYS COMPUTER SOLUTIONS FOR SOFTWARE  
SUPPORT SERVICES (ALL DISTRICTS)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners find that the Software Support Services Agreement between the Housing Authority and Emphasys Computer Solutions is exempt from the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a one-year Software Support Services Agreement with Emphasys Computer Solutions, in substantially the form of the attached, to provide software support for the Section 8 Program and the Conventional Public Housing Program, at a cost of \$79,040, to be effective following approval as to form by County Counsel and execution by all parties.
3. Recommend that the Board of Commissioners authorize for the Executive Director to execute amendments to the Agreement to extend the time of performance in one-year increments, and to increase compensation up to a maximum of five percent per year, or \$82,992 for the second year, \$87,141 for the third year, \$91,498 for the fourth year, and \$96,073 for the fifth year, following approval as to form by County Counsel.

4. Recommend that the Board of Commissioners authorize the Executive Director to use funds included in the Housing Authority's annual approved budgets, the aggregate amount of which will not exceed \$436,744 over a five-year period, for the purposes described above.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The Agreement is needed to ensure that the Housing Authority will continue to provide timely and accurate systems management and reporting.

**FISCAL IMPACT / FINANCING:**

There is no impact on the County general fund. A total of \$79,040 included in the Housing Authority's approved budget will be used to fund the one-year Agreement.

Four one-year extensions may be executed, including a maximum of five percent annual increases, at a cost of \$82,992 for the second year, \$87,141 for the third year, \$91,498 for the fourth year, and \$96,073 for the fifth year, using funds included in the Housing Authority's approved annual budgets. The total amount for all five years is \$436,744.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On July 25, 1995, the Board authorized the Housing Authority to purchase Section 8 Management Software from Memory Lane Systems, Inc. and to enter into a contract with the firm to provide annual software maintenance including updates to address U.S. Department of Urban Housing and Development (HUD) regulatory changes, software enhancements, correcting problems identified by user groups, and ongoing support of the system. The software supports management of the Housing Authority's Section 8 Waiting List, Conventional Public Housing Waiting List, Housing Inspection and Annual Landlord Re-certification scheduling, HUD required tracking of families in the Family Self Sufficiency Program, Housing Assistance Payments to Landlords, and monitoring reports required by HUD.

In June 2000, Memory Lane Systems, Inc. merged with Creative Computer Solutions, Inc. to form Emphasys Computer Solutions. The maintenance contract remained in force and has been renewed annually since the initial contract date. Emphasys Computer Solutions has provided satisfactory support services under the existing contract, which will expire on May 31, 2003.

The proposed new Agreement provides for continuation of technical phone support, HUD required updates, and technological updates to the software. It will also continue major software upgrades, which are made available to the Housing Authority by

Honorable Housing Commissioners

April 23, 2003

Page 3

downloading directly from the Emphasys Computer Solutions Web Site. The software upgrades include both technological and functional enhancements.

The Housing Authority's recommendation to maintain Emphasys Computer Solutions support services has been approved by the Chief Information Officer. The Agreement has been reviewed by County Counsel. It will be effective following approval as to form by County Counsel and execution by all parties.

**ENVIRONMENTAL DOCUMENTATION:**

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35(b)(3), the proposed service is categorically excluded from the provisions of NEPA, because it involves activities consisting solely of software support and will not alter existing environmental conditions. The proposed service is also statutorily exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15061(b)(1), in that it does not meet the definition of a project, and does not have the potential for causing a significant effect on the environment.

The environmental review record is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

**CONTRACTING PROCESS:**

Emphasys Computer Solutions is the exclusive proprietor of the software. Therefore, a non-competitive, sole source procurement process was utilized in accordance with the Housing Authority's policies and procedures.

**IMPACT ON CURRENT SERVICES AND PROJECTS:**

The Agreement is necessary in order for Emphasys Computer Solutions to continue providing software support. The support will enable the Housing Authority to have access to software and HUD regulatory updates, reduce the risk of extended periods of downtime by having the vendor assist Housing Authority staff in resolving system errors if they occur, and provide access to any further enhancements as they are developed.

Respectfully submitted,



*for* CARLOS JACKSON  
Executive Director

**SOFTWARE MAINTENANCE AGREEMENT  
BETWEEN  
THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES AND  
EMPHASYS COMPUTER SOLUTIONS**

This Software Support Services Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the Housing Authority of the County of Los Angeles (hereinafter "Licensee" or "The Authority") and Emphasys Computer Solutions, Inc., a Michigan corporation (hereinafter "Contractor" or "ECS").

**RECITALS**

WHEREAS, on July 31<sup>st</sup>, 1995, the Housing Authority entered into a Computer Software and Software Support Services agreement with ECS (hereinafter "Original Agreement") for the licensing, implementation and support of Section 8 Management software of ECS; and

WHEREAS, pursuant to the terms of the Original Agreement, Licensee has licensed certain modules of software which are owned by ECS (hereinafter referred to as "Application Software"); and

WHEREAS, the Application Software licensed under the Original Agreement have been implemented and have been operating and supported successfully by ECS; and

WHEREAS, ECS remains in the business of providing software support services, including technical phone support, HUD required updates and technological updates to the software, including those licensed under the Original Agreement; and

WHEREAS, the software support services currently provided will expire on May 31, 2003; and

WHEREAS, the Authority and ECS desire to enter into this Agreement to enable ECS to continue provision of software support services for the software modules licensed under the Original Agreement, including all Exhibits thereto.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the mutual covenants set forth herein, the Authority and Contractor agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

**1.1 General**

- 1.1.1 ECS agrees to provide standard support on the proprietary application software licensed to Licensee by ECS. These application software products are listed on the attached Exhibit C. ECS agrees to provide support services to enable the Licensed Software to perform substantially in accordance with ECS' documentation and compliant with federal statutory and regulatory requirements. Said software support services shall be provided by ECS only at its principal offices in Livermore, California or Petoskey, Michigan. Standard support shall be available and performed by ECS either by telephone, e-mail, or modem. Nothing herein shall obligate ECS to send a representative to Licensee's principal office unless otherwise mutually agreed to in writing by ECS and Licensee upon agreement by Licensee to pay Reasonable Travel Expenses. There will be no additional charges for the telecommunication costs of voice or data transmission.

## 2. APPLICABLE DOCUMENTS

### 2.1 Interpretation

- 2.1.1 The provisions of this document along with Exhibits A, B, C, D, E, F and G, attached hereto and described in Paragraph 2.1.2 below, to the extent applicable to the Software Support Services provided under this Agreement.
- 2.1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise between and/or among this document and/or the Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to this document as the body of this Agreement, and then to the Exhibits thereto, according to the following order of priority:

1. Exhibit A – Actions to be Performed by ECS
2. Exhibit B – Standard and Billable Support
3. Exhibit C – Licensed Modules
4. Exhibit D – Support Fee Schedule
5. Exhibit E – Performance Standards
6. Exhibit F – Contractor's EEO Certification
7. Exhibit G – Actions to be Performed by Licensee

### 2.2 Entire Agreement

The body of this Agreement, together with the Recitals and all Exhibits thereto, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations relating to the subject matter of this Agreement.

## 3. DEFINITIONS

The terms and phrases in this Paragraph 3 in bold and in quotation, shall have the meanings set forth below when used in this Agreement throughout and hereafter.

### 3.1 Application Software

"**Application Software**" is proprietary software excluding LIB and Select developed or sold by ECS whereby ECS owns the patent or copyright to the software.

### 3.2 Best Effort

"**Best Effort**" means reasonable commercial efforts pursued diligently to a successful resolution at a level of effort that would be expected of a vendor of similarly priced enterprise software in the support of its clients.

### 3.3 Business Day(s); business day(s)

"**Business Day(s)**" or "**business day(s)**", whether used with initial capitalization or not, whether singular or plural, means Monday through Friday, excluding the Authority holidays.

### 3.4 Contract Sum

"**Contract Sum**" means the maximum monetary amount payable by the Authority to Contractor under this Agreement, as set forth in Paragraph 8.1 (Contract Sum).

### 3.5 County

"**County**" means the County of Los Angeles, California.

### 3.6 Custom Programming

"**Custom Programming**" is used to indicate a customer requested modification that is considered sufficiently important to require payment for programming.

### 3.7 Day(s); day(s)

"**Day(s)**" or "**day(s)**", whether used with initial capitalization or not, whether singular or plural, means calendar day(s) and not business day(s), unless otherwise expressly specified.

### 3.8 Documentation



**“Documentation”** means the formal printed-paper manuals and/or online versions that include descriptive materials and screen displays of all applicable screens and screen choices in the application software.

### 3.9 **Module Technical Documentation**

**“Module Technical Documentation”** means standard documentation including setup options, the impact and interactions of the setup options, SBUS rules, and other information useful in setup and administration of a module.

### 3.10 **Application Technical Documentation**

**“Application Technical Documentation”** means standard documentation showing the basic workflow assumptions within and between modules.

### 3.11 **System Technical Documentation**

**“System Technical Documentation”** means equivalent to the current Emphasys User Manuals.

### 3.12 **Effective Date**

**“Effective Date”** has the meaning set forth in Paragraph 7 (Term).

### 3.13 **Emergency Support Event**

**“Emergency Support Event”** means a support event that impacts mission critical processes whenever one or more of the following situations occur:

- System Down
- Inability to process and print any routine check run (i.e., Payroll, A/P, Section 8, etc.)
- Inability to process rent statements
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and updates
- Performance issues of severe nature impacting mission critical processes
- Security issues (any *access violation codes*)

### 3.14 **Enhancement**

**“Enhancement”** means non-billable programming change made to the application software. Licensee may request enhancements to the software, but ECS is not obligated to provide the enhancement. However, ECS may make non-billable improvements to the software on a voluntary basis.

## 3.15 **Federally Mandated Change(s)**

“**Federally Mandated Change(s)**” means programming of the application software or reports within the application software required to meet federal statutory and regulatory requirements.

## 3.16 **F.O.B.**

“**F.O.B.**” means delivery and installation in place at Licensee designated locations.

## 3.17 **Fix**

“**Fix**” means programming necessary to correct a problem within the current released software version and/or corresponding Documentation, including those necessary to correct previously released HUD Federally Mandated Changes. Fix does not mean programming of new functionality or different features. A fix is a non-chargeable programming event to previously released software versions, custom programming, service packs, or hot patches.

## 3.18 **Hardware**

“**Hardware**” means, in addition to the generally accepted industry definition, a Central Processing Unit (CPU), Local Area Network (LAN), fileserver, hubs, routers, modems, printers, peripherals, cabling, communications devices, protocols and operating systems,

## 3.19 **Installation**

“**Installation**” means any and all software or hardware installation or configuration activities, software loading, software testing, etc., whether performed at Licensee or ECS.

## 3.20 **Knowledge Base**

“**Knowledge Base**” means a rolling 6-month database containing all support and programming events. Included will be the complete software designation of where the problem occurred, the date and time the problem was first reported, and problem resolution or planned resolution. It will be a searchable online report viewed by software product line, version, keyword, module and event number. Note that only closed events will contain final information for versions and solutions.

**3.21 Licensee**

“**Licensee**” means the Housing Authority of the County of Los Angeles.

**3.22 Normal Business Hours**

“**Normal Business Hours**” mean 8:30am – 8:00pm EST including daylight savings time, excluding weekends and nationally recognized holidays as defined in the ECS published list or ECS web site.

**3.23 Proprietary Information**

“**Proprietary Information**” means information developed by ECS that is clearly labeled and noted as proprietary information.

**3.24 Reasonable Travel Expenses**

“**Reasonable Travel Expenses**” means actual expenses incurred by ECS for coach-class airfare, ground transportation, mileage and airport parking during the term of this AGREEMENT, as allowed in the federal regulations, and provided that Licensee gives approval for such travel. Travel expenses shall be billed separately and will include, but not necessarily be limited to:

- Automobile reimbursement for daily rental (compact or mid-size as appropriate), or mileage at the standard rate currently in effect on a per mile basis as published by the federal government.
- Airfare reimbursement at actual cost, not to exceed coach class fares.
- Lodging, incidental and meal expenses reimbursement on a per diem basis, per person per day as allowed in the federal regulations for the geographic area where licensee resides.

**3.25 Software Add-on**

“**Software Add-on**” means application software that significantly adds to the functionality of a Software Module and itself is dependent on that core module to correctly function. An Add-on may include enhancements, but is not considered an update. An Add-on, by definition, cannot run as a stand-alone module and usually requires implementation services or third party software to ensure adequate implementation. An example of an Add-on would be Lock Box Processing for Tenant Accounts Receivable. ECS shall publish and maintain a list of software Add-ons on its web site. If ECS creates a new Add-on containing similar functionality that pre-existed in a different Add-on, Licensee shall be entitled to receive the new Add-on at no additional license cost. Additionally, if ECS removes an available function from a module and includes the function in a new or different module with the intention of creating either a new Software Module or Software Add-on, the customer is entitled to that Module or Add-on containing that function at no additional cost.

## 3.26 Software

“**Software**” means the encrypted source code and/or compiled object code version of computer programs and any related documentation, excluding maintenance diagnostics.

## 3.27 Software Module

“**Software Module**” means an application software package that is designed to automate a business unit or department. Software modules can run independently of one another but are sold as an integrated and fully linked whole, part of a series of modules, designed to seamlessly and automatically integrate. Examples of software modules include Work Order, Tenant Accounts Receivable, General Ledger, and Waiting List. ECS will publish on its web site a list of all software modules with descriptions and prerequisites.

## 3.28 Source Code or Object Code Purchased or Escrow Released

“**Source Code or Object Code Purchased or Escrow Released**” means all proprietary software developed, modified, customized, enhanced, or owned by ECS. Included in this definition are all system utilities and diagnostic software developed, modified, customized, enhanced or owned by ECS. The software will be released with either NO encryptions, or encryptions will be deactivated, or the licensee will have all encryption keys to permit the licensee to disengage or deactivate all encryptions. Also to be provided is the then most current documentation and any other ECS developed tools to maintain the software.

## 3.29 State

“**State**” means the State of California.

## 3.30 Support Event

“**Support Event**” means a support incident called in by Licensee requiring either standard support or billable support. ECS shall assign an Event number to all Support Events and that number shall remain the same regardless of the status or type of event assigned internally at ECS.

## 3.31 System Configuration

“**System Configuration**” means the hardware peripherals, cabling, local area network, and other communications devices related to the physical installation.

## 3.32 Third Party Software

“Third Party Software” means any software not developed by ECS.

### **3.33 Training**

“Training” means dedicated professional education about any software or hardware. Training may consist of both structured classroom training and individual operator training and assistance, either on-site or remote.

### **3.34 Update**

“Update” means programming made to a specific version of the application software that resulted from an enhancement, fix, or Federally Mandated Change. Updates are provided in the form of Service Packs or Hot Patches.

### **3.35 User Guide**

“User Guide” means a custom designed guide for a specific Licensee that is functionally specific and workflow oriented.

### **3.36 User Manual**

“User Manual” means a generic manual for each module or add-on that is generally available to other Licensees and is included as part of the purchase price of the application software.

### **3.37 Version Upgrade**

“Version Upgrade” means a new version of the application software. Upgrades usually require additional third party software (i.e. new database or database version) and implementation services due to substantial differences between versions. Versions are made up of Service Packs and Hot Patches. For example, Version 5.24.3 indicates Version 5, Service Pack 24, and Hot Patch 3.

## **4. STANDARD OF SERVICES**

Contractor shall provide its software support services under this Agreement in accordance with the industry standards prevailing at the time the software support services are rendered. In the event that failure by Contractor to comply with the provisions of this Paragraph 4 amounts to a material breach of Contractor’s software support services obligations under this Agreement, the Authority may, in its sole discretion, terminate this Agreement pursuant to and in accordance with Paragraph 20 (Termination for Default).

## **5. TERM**

This Agreement shall commence on June 1, 2003 (hereinafter the "Effective Date") and shall remain in full force and effect through August 31, 2003 (hereinafter the "Initial Term"), unless sooner terminated, in whole or in part, as provided herein. At the end of the Initial Term or any Extended Term (as defined in this Paragraph 6 below), the Authority may extend this Agreement automatically, without further act, for up to nineteen (19) consecutive three-month periods (hereinafter "Extended Term(s)"), up to and through May 31, 2008, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Extended Term, the Authority notifies Contractor in writing that it intends not to extend this Agreement any further. The term shall be deemed extended upon payment by the Authority of ECS's invoice for the upcoming extension period.

## **6. COMPENSATION AND INVOICES**

### **6.1 Contract Sum**

- 6.1.1** The Contract Sum under this Agreement shall be the total monetary amount payable by the Authority to Contractor for providing the work specified under this Agreement.

The Contract Sum for this Agreement, authorized by the Authority hereunder, shall not exceed Four Hundred Thirty-Six Thousand, Seven Hundred and Forty-Four Dollars (\$436,744). The Contract Sum for the first contract year shall not exceed Seventy-Nine Thousand, Forty Dollars (\$79,040). The Contract Sum for any year following the first or any succeeding contract year shall not increase by more than five percent (5%) from the fees charged for the preceding year.

## **7. INVOICES**

### **7.1 General**

Contractor shall invoice the Authority for software support services hereunder in advance annually in accordance with section 8.1.1 and the terms of this Agreement. Contractor shall submit the invoices to the following address, unless otherwise directed by the Authority:

Ms. Rebecca Craigo, Director  
Assited Housing Division  
The Housing Authority  
of the County of Los Angeles  
12131 Telegraph Road  
Santa Fe Springs, CA 90670-3722

### **7.2 Sales/Use Tax**

The Contract Sum shown in Paragraph 6.1 (Contract Sum) above shall be deemed to include all amounts necessary for the Authority to reimburse Contractor for all applicable California and other state and local sales/use taxes on software support services procured by the Authority pursuant to, or otherwise due as a result of, this Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all such California and other state and local sales/use taxes billed by Contractor to the Authority and paid by the Authority to Contractor in accordance with this Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax, Contractor shall reimburse the Authority for any and all tax amounts paid by the Authority as a result of such failure and any attorneys' fees, including costs, associated therewith.

## 8. **PAYMENTS**

Contractor shall be paid in accordance with the Authority's standard accounts payable system. The Authority will pay Contractor's invoices within thirty (30) calendar days of receipt thereof. In the event the Authority fails to pay an invoice within a thirty-day period, Contractor shall provide a notice to the Authority of such failure, upon receipt of which the Authority shall cure the non-payment within thirty (30) calendar days from the later of: (i) thirty (30) days from the receipt of the notice or (ii) the expiration of the current software support services term. Failure to cure within such thirty-day (30) period by the Authority shall constitute a breach by the Authority, upon which Contractor may suspend or terminate this Agreement.

## 9. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT**

Subject to the provisions of Paragraph 20 (Termination for Default), Contractor shall have no claim against The Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, including the Authority's election not to renew this Agreement for any additional software support services term in accordance with this Agreement. Should Contractor receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to The Authority. Payment by the Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

## 10. **TERMINATION FOR IMPROPER CONSIDERATION**

The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that

consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **11. WARRANTY**

Contractor warrants that its software support services shall be performed in accordance with the industry standards prevailing at the time the services are rendered and the applicable warranty provided in the License Agreement.

## **12. CHANGE NOTICES AND AMENDMENTS**

**12.1** No representative of either the Authority or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 12.

**12.2** For any change requested by the Authority which does not affect the scope of work, term, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Authority's Executive Director, upon mutual agreement of both parties.

**12.3** Except as otherwise provided in this Agreement, for any change requested by the Authority which affects the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved by the Authority's Board of Commissioners, prepared and executed by the Authority's Executive Director and Contractor's authorized representative, upon mutual agreement of both parties.

### **12.4 Facsimile**

Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, the Authority and Contractor



hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 12 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of “original” versions of such documents.

**13. SUCCESSORS AND ASSIGNMENT**

This Agreement may not be assigned except with the prior written consent of the parties, which consent shall not be unreasonably withheld. In the event of any assignment of this Agreement by Contractor, Contractor shall provide the Authority with a commercially reasonable notice, at least thirty (30) days prior to such assignment.

**14. CONFIDENTIALITY**

Contractor, and its officers, employees, agents and subcontractors, shall keep confidential all of its reports, records, data and information received, including, but not limited to, billing and the Authority records, prepared or assembled pursuant to the performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Authority, subject to applicable law.

**15. SOURCES AND APPROPRIATION OF FUNDS**

The Authority’s obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Authority will endeavor to notify Contractor in writing within ten (10) days of receipt of non-appropriation notice.

**16. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the Housing Authority of the County of Los Angeles, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Agreement.

**17. NEWS RELEASES**

ECS shall issue no news releases naming the Licensee without the prior written consent of Licensee's Executive Director, and then only in coordination with Licensee.

**18. DATE AND TIME COMPLIANCE**

ECS certifies that Application Software is compliant to properly handle date/time functions.

**19. THE AUTHORITY'S QUALITY ASSURANCE PLAN**

The Authority will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvements/corrective action measures taken by the Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Authority may terminate this Agreement, pursuant to Paragraph 20, or seek other remedies as specified in this Agreement.

**20. TERMINATION FOR DEFAULT**

The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement if (i) Contractor has failed to comply with any provision of this Agreement, amounting to a default by Contractor or (ii) Contractor breached a material software support services provision and such breach has not been cured within thirty (30) days of written receipt of notice of such breach and description thereof. Upon receipt of notice of such election, Contractor shall pay to Licensee an amount equal to the pro-rata portion of the then current software support services fees paid to, but unearned by, Contractor.

**21. CONTRACTOR'S WARRANTY OF ADHERENCE TO THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that the Authority has established a goal of ensuring that all individuals who benefit financially from the Authority through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers.

Contractor shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance

Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**22. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH THE AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Adherence to the Authority's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child software support services Department (hereinafter "CSSD") shall be grounds upon which the Authority's Board of Commissioners may terminate this Agreement pursuant to Paragraph 20 (Termination For Default).

**23. POST MOST WANTED DELINQUENT PARENTS LIST**

Contractor acknowledges that the Authority's places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Authority's policy to encourage all the Authority contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The CSSD will supply Contractor with the poster to be used.

**24. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Authority.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Authority.

**25. INDEPENDENT CONTRACTOR STATUS**

- 25.1** This Agreement is by and between the Authority and Contractor and not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Authority and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 25.2** Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.
- 25.3** The employees and agents of Contractor or any of its subcontractors shall, while on the premises of the Authority, comply with all rules and regulations of the premises provided by the Authority or known to Contractor, including, but not limited to, security requirements, and applicable Federal and State Laws.

**26. INSURANCE**

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority of the County of Los Angeles ("The Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
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# DRAFT

Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Authority.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.

Contractor shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Authority may immediately terminate this Agreement.

## 27. **EMPLOYEES OF CONTRACTOR**

*Professional Conduct:* The Authority does not and will not condone any acts, gestures, comments or conduct from Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees or agents of the Authority against any and all Contractor's employees, agents or subcontractors providing services for the Authority. Contractor assumes all liability for the actions of Contractor's employees and subcontractors acting as agents for purposes of this Agreement and is responsible for taking appropriate action after reports of harassment are received by Contractor.

## 28. **DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

29. **SAFETY STANDARDS AND ACCIDENT PREVENTION**

Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

30. **COMPLIANCE WITH LAWS**

Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 31-38, inclusive.

31. **CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

32. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

33. **AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to

discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**34. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and

remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. Contractor will take such actions with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Authority, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**35. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, AS AMENDED**

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter in this Paragraph 31 "Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to



take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**36. LOBBYIST ORDINANCES**

- A. County Lobbyist Ordinance: Contractor and each County Lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by Contractor, shall fully comply with the requirements as set forth in said County Code. Contractor must also certify in writing on the County Lobbyist Certification form that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of Contractor will comply with the County Code.

Failure on the part of Contractor and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of this Agreement upon which the Authority may immediately terminate this Agreement and Contractor may be subject to civil liability pursuant to Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031).

- B. *Federal Lobbyist Requirements*: Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Contractor will comply with the Lobbyist Requirements.

Failure on the part of Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**38. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Authority's Board of Commissioners' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

**39. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Authority to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, if the Authority acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the Authority may, in addition to other remedies provided in the contract, debar Contractor from bidding on the Authority contracts for a specified period of time not to exceed three (3)

years, and terminate any or all existing contracts the Contractor may have with the Authority.

- C. The Authority may debar a contractor if the Authority's Board of Commissioners finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, the Authority, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, the Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County, the Authority or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Authority will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Authority's Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors and sub-consultants of the County, the Authority contractors.

**40. COMPLIANCE WITH JURY SERVICE PROGRAM**

Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to the Authority's satisfaction either that Contractor is not a "Contractor" as defined below or that Contractor qualifies for an exception, Contractor shall have and adhere to a written policy that provides that its Employees (as defined below) shall receive from Contractor, on an annual basis, no less than five (5)

days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph 40, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or the Authority or a subcontract with a County or the Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or the Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County or the Authority under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 40. The provisions of this Paragraph 40 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County or the Authority may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 40 may constitute a material breach of this Agreement, upon which the Authority may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future the Authority contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3).

**41. ACCESS AND RETENTION OF RECORDS**

Contractor shall provide access to the Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

Contractor is required to retain the aforementioned records for a period of five (5) years after the Authority pays final payment and other pending matters are closed under this Agreement.

**42. CONFLICT OF INTEREST**

No the Authority employee whose position with the Authority enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement.

Contractors represents that, to the best of its knowledge, it is not aware of any facts, which do or could create a conflict of interest. If a party hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Authority. Full written shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

**43. SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**44. INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

**45. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**46. PATENT RIGHTS**

The Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

**47. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Authority and the Authority holds all the rights to said data.

**48. NOTICES**

The Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that the Authority has actual knowledge of such injury or damage. The Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Authority: Ms. Rebecca Craigo, Director  
Assited Housing Division  
The Housing Authority  
of the County of Los Angeles  
12131 Telegraph Road  
Santa Fe Springs, CA 90670-3722

Contractor: General Manager  
Emphasys Computer Solutions  
2325 Summit Park Drive  
Petoskey, MI 49770

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Contractor and the Authority may

designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**49. CONTINGENT FEES**

Contractor represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

**50. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

**51. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and the Authority do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

**52. SURVIVAL**

The following provisions of this Agreement shall survive its expiration or termination for any reason:

- 14 (Confidentiality);
- 16 (Indemnification);
- 41 (Access and Retention of Records);
- 43 (Severability);
- 50 (Governing Law, Jurisdiction and Venue).

**AUTHORIZATIONS**

IN WITNESS WHEREOF, Contractor and the Authority have executed this Agreement through their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**THE AUTHORITY**

THE HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Director

\_\_\_\_\_ Date

**CONTRACTOR**

EMPHASYS COMPUTER SOLUTIONS, INC.

By \_\_\_\_\_

\_\_\_\_\_ Date

Title \_\_\_\_\_

**COUNTY**

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_ Date



## Exhibit A: Actions to be Performed by ECS

**General.** ECS agrees to provide standard support on the proprietary application software licensed to Licensee by ECS. These application software products are listed on the attached Exhibit A. ECS agrees to provide support services to enable the Licensed Software to perform substantially in accordance with ECS' then current documentation and compliant with federal statutory and regulatory requirements. Said software support services shall be provided by ECS only at its principal offices in Livermore, California or Petoskey, Michigan. Standard support shall be available and performed by ECS either by telephone, e-mail, or modem. Nothing herein shall obligate ECS to send a representative to Licensee's principal office unless otherwise mutually agreed to in writing by ECS and Licensee upon agreement by Licensee to pay all Reasonable Travel Expenses. There will be no additional charges for the telecommunication costs of voice or data transmission.

ECS will support and maintain interfaces programmed or developed by ECS between ECS Application Software and any third party applications.

**Advance Notice of Changes.** ECS will make its Best Effort to always provide three (3) years of prior written notice to the Licensee regarding any change in the peripheral or interoperating technology related to the Application Software, such as database, operating system, programming language or any required peripherals within ECS' control. During such a three-year period, ECS will continue to support the Application Software unless such support is not feasible vis-à-vis federal requirements or lack of manufacturer support.

ECS will provide three (3) years notice before discontinuing support of a product line.

**Test Systems.** Subject to conditions within ECS' control, ECS will, on a reasonable basis, keep active and fully utilize the test systems in their offices for every ECS approved platform on which customers currently run software covered under this Agreement. The current list of environments includes, but is not limited to:

- Novell Netware 4.11
- Novell Netware 5.1
- Windows NT 4.0
- Windows 2000
- Unix
- AIX
- SCO
- Citrix MetaFrame
- Citrix WinFrame
- Windows 95/98/2000 or current MS desktop O/S release for workstations

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**Supported Software and Interfaces.** ECS will provide standard support for all of the ECS software, any third party software interfaces and third party software as outlined in Exhibit A.

**Methods for Requesting Support.** ECS shall make available the following methods for requesting and obtaining Standard Support::

- A toll-free phone line that is directly accessible by Licensee and must be answered by a live operator during Normal Business Hours.
- Voice mail available on a 24/7 basis.
- Ability to request support via secure web site.
- Ability to request and receive Standard Support via e-mail.
- Dedicated fax server for requesting support.

ECS will make three documented attempts via e-mail, fax, or phone to reach agreement with Licensee that a support event should be closed. Each attempt must be at least one week apart. ECS will not close support events classified as Standard Support without the concurrence of the Licensee. However, if Licensee does not respond within seven (7) days to ECS' final attempt to reach such an agreement, the support event will be deemed closed. If for any reason the Licensee was not able to properly respond to ECS' three attempts, the Licensee can request to put the event back on the open support event list.

**Priority Levels.** As part of Standard Support, ECS agrees to provide support services according to the terms outlined herein for Application Software (Licensed Modules) listed in Exhibit A of this Agreement.

**PRIORITY LEVELS** are defined as follows, or as mutually agreed upon with a majority of customers ECS regularly involves in an advisory capacity:

**Priority 1** (Emergency Support Event that impacts mission critical processes)

- System Down
- Inability to process and print any routine check run (i.e., Payroll, A/P, Section 8, etc.)
- Inability to process rent statements
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting mission critical processes
- Security issues (any *access violation codes*)
- ECS will use its Best Effort to remedy Priority 1 events including continuous, after hours support as necessary.

**Priority 2** (Routine Support Event)

- System errors whereby licensee agrees to implement an ECS authored workaround. ECS shall assist licensee in implementing the workaround.

- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Performance issues not impacting critical processes
- Usability issues
- Issues with workarounds for large majority of accounts
- Report formatting issues
- Training questions, how to, or implementing new processes
- Recommendations for enhancements or system changes
- Questions on documentation
- All other support events not included in the above definition

**Guaranteed Response Time.** ECS will make its Best Effort to meet the guaranteed response time during Normal Business Hours within one (1) hour for Priority 1, and twenty-four (24) hours for Priority 2. ECS will make its Best Effort, including obtaining necessary assistance from programming staff, to provide a solution to a support event within four (4) hours for Priority 1, and seventy two (72) hours for Priority 2. If the support event becomes a program fix, it will be remedied as part of the software development, quality control procedures, and version control methodology established by ECS.

**Support Event Numbers.** ECS shall assign a permanent reference number (call tracking event #) to each Support Event and e-mail or fax a notification and confirmation thereof to the Licensee within one (1) hour of receiving a support call from Licensee. ECS shall provide quarterly call usage reports, service logs, and summaries of the service requests placed by Licensee within the last quarter. ECS shall provide automatic e-mail or fax notification to designated licensee contact on closed support events, pursuant to Section 3.5 above. In addition, ECS shall provide Licensee courtesy follow-up calls on a routine basis to ensure customer satisfaction.

**Quarterly Support Call Reports.** ECS shall publish an Event Closeout Report and summary at least on a quarterly basis. These reports shall list the affected module(s), a brief description of the problem and the resolution, elapsed time to closeout and resolution. These reports shall be posted on ECS' web site.

**Web site.** ECS shall provide a web site that includes the following services:

- Comprehensive status of Federally Mandated Changes
- Software updates will be provided on the web site with an e-mail notification to licensee's designated contact when the information is available.
- Access to status of all events (viewing Licensee specific support events real-time, and development status events real-time)
- User Manuals and Documentation
- Frequently Asked Questions page with associated responses or answers
- Hardware configuration documentation, including minimum requirements.
- Data file layouts (data dictionary)

- Company announcements
- List of Application Software modules and Add-ons
- Custom programming request listing and written descriptions of specifications
- Knowledge base as defined

**Advance Notice on Federally Mandated Changes.** Federally Mandated Changes as defined herein will be provided in a timely manner compliant with the mandated requirements with sufficient advance presentation to permit the licensee sufficient time to install, train, and implement all of the software.

**Research on Federally Mandated Changes.** ECS shall provide dedicated resources to research and design Federally Mandated Changes. ECS shall provide e-mail notification licensee's designated contact, of HUD requirements, regulations, and Federally Mandated Changes as a result of the research and design effort.

**Programming of Federally Mandated Changes.** ECS shall publish and maintain on its web site, on a monthly basis, all programming events that are designed to meet Federally Mandated Changes. Each event will be assigned a number, with a description, and a scheduled completion date. ECS will maintain on the web site information concerning the Federally Mandated Change and HUD's target implementation date. ECS will continue to monitor all of these Federally Mandated Changes and will update this information on the web site as appropriate. If HUD delays an implementation date or requires some other action that is crucial, ECS will notify the IT Directors of Licensee by e-mail of the pending change. ECS will provide staff personnel to track HUD changes and Licensee will have access to these personnel.

**Request for Federally Mandated Change.** If Licensee believes that there is a mandate that ECS has not addressed above, they can request from ECS that the mandate be included on the published list. ECS will review the request and add it to the list if agreed that action is required. If there is a dispute between the parties on this matter, the procedures outlined in Section 6, Dispute Resolution, will be activated to determine if a mandate should be included in the Application Software.

If a mandate results in a new Software Module, ECS will make it available for purchase according to ECS' published license fees to both current and prospective clients. If ECS decides that certain Federally Mandated Changes are better supported in a new module, and Licensee currently owns a corresponding license to a pre-existing Software Module affected by the Federally Mandated Changes, Licensee shall be entitled to the new Software Module for no additional license fees.

Most Federally Mandated Changes would not require a new module. For example, it is understood that if an agency already has the Public Housing Handheld Inspection module, then the UPCS Inspection functions will not be considered a new module.

**Documentation.** ECS shall provide electronic, up-to-date and comprehensive documentation for the Elite product line, including User Manuals, product updates, and installation procedures. For the Flex product, ECS will provide updated process sheets and installation procedures. At a minimum, there will be an annual documentation revision; however, if there are software changes during the year, all such changes shall have an accompanying documentation upgrade for insertion into the standard User Manuals.

When there are procedure changes, ECS will send a fax or e-mail to the Licensee to alert them of the new procedures that will be posted to the ECS web site.

**Training.** Except as outlined herein under "Standard Support," nothing shall obligate ECS staff to provide training to Licensee personnel in the performance and/or operation of the Application software. If a call is placed to the ECS Help Desk and it is mutually determined that training is required to remedy the problem, the call may be routed to the training department so that appropriate training can be scheduled. Remote or on-site training will be billed at ECS' standard training rate, per Exhibit B.

**Entitlement to Future Application Software.** ECS will provide upgrades, updates and enhancements to the Application Software, including User Manuals, at no additional license fee according to the following terms:

Once a customer has licensed a module from ECS, including any purchased Add-ons, and has continued to pay Agreement fees, the customer is entitled to any equivalent Software Module or Add-on provided by ECS, whether an upgrade or parallel product. Should ECS decide to include the function provided by the module in a new Software Module or to combine modules, the customer is entitled to the function in the new Software Module or combined module(s) at no additional cost.

Licensee must remain current on this Agreement fee to qualify.

## **Guidelines and Restrictions**

- Each Software Module or Add-on must be licensed from ECS, its assigns or successors.
- Licensee must pay all recurring maintenance fees associated with software license.
- This entitlement does not apply to database licenses or other third party software not owned by ECS, its assigns or successors.
- Licensee is responsible for the cost of hardware, related software, or services necessary to properly implement upgraded software (e.g. new servers, operating system, training, consulting).
- Additional application software seats, if applicable, are sold separately.
- Licensee understands that if Licensee decides to upgrade to a new Software module according to this entitlement, the new Software Modules may not provide the same functionality as the previous Software Module.

## **DRAFT**

- ECS shall provide at no additional cost to licensee data conversion utility programs. Licensee understands that any custom data conversion programming, custom data mapping, verification and validation services, are not included but shall be made available by ECS to each licensee on a task order basis.
- ECS will support the migration to the new Elite product with a phased implementation strategy providing completed Elite Suites or the interfaces required for Flex module functionality.

## Exhibit B: Standard and Billable Support

**Standard Support.** Support service to be provided under this Agreement at no additional cost to Licensee that includes, but is not limited to:

- Technical troubleshooting and assistance with application software, in order to restore the software functionality to its operational condition prior to any known errors, or to comply with related published Documentation, the current published User Manuals, or Federally Mandated Changes defined herein.
- Best Effort to correct errors, interruptions, malfunctions or defects in the Application Software purchased or licensed from ECS, in order for Application Software to substantially conform to published ECS Documentation and Licensee requirements as contracted by ECS. ECS and Licensee acknowledge that in some instances a release of software coding may be more desirable than that outlined in ECS Documentation. In such a case, it will be at Licensee's discretion to waive this requirement and ECS shall update Documentation to conform to released software. In no case should a documentation change materially change the advertised function of the software.
- E-mail support event call logging and notification
- Assistance with errors caused by routine software Upgrades or Service Packs that are correctly installed as directed in writing by ECS
- Advice and consultation on backup and recovery procedures
- Data fixes caused by defect in the Application Software
- Procedural clarification questions which can be handled in fifteen minutes or less will be addressed.
- For all custom programming done by ECS, as long as the requirements do not change, ECS will support the customizations, which could be affected by ECS Updates, Service Packs, or Enhancements.
- Support or related services to third party product interfaces provided by ECS as listed in Exhibit A.
- Standard operational procedures, preventative or remediation procedures for hardware platforms supported by ECS to be provided on the ECS web site.
- All updates will be provided with easy to read and use instructions, which should permit most licensees to install the updates without any external support from ECS.

**Billable Support.** Professional services which are requested by Licensee and provided by the ECS Client Support Department during normal business hours, which professional services are not otherwise included in the Standard Support terms hereunder, will be charged at the rates currently in effect at the time of service request. The fee basis is provided in the attached Exhibit B, however, such service rates shall be subject to the same annual rate increases defined for the support rates, as set forth in the Agreement and section 6.1.1.

If client requests on-site support services, ECS will NOT assess any billable travel time, but will assess all other reasonable travel-related costs as defined herein.

Billable Support means service requested by Licensee and provided by ECS at an additional cost unless otherwise stated herein. Such Billable Support is approved by the designated project manager or his or her designee(s) in writing by e-mail, fax or letter that includes:

- Setup or adjustment to hardware components or software modules
- Training questions that go beyond procedural clarification
- Installation of operating systems and database upgrades, whether on site or remotely provided
- Writing of custom reports, queries, or procedures
- Custom Programming
- Data archival, backup, or restoration, unless caused by ECS
- Upgrading of hardware systems, or configuration of new hardware components
- Data conversion services
- ECS setting up of additional companies, test, or training database environments
- Any support services initiated and responded to, or attended to after Normal Business Hours, except when continuing to work on emergency (Priority 1) events, provided the work began during normal business hours.
- On-site services (plus pre-approved Reasonable Travel Expenses). Out of pocket, documented, travel expenses for hotel, airfare and local transportation may be provided by the agency at the agency's discretion and option. If ECS representatives are traveling to work with multiple clients, then the travel expenses must be shared and pro-rated.
- Any services caused by licensee's modifications of source code that must to be corrected in order for current or future ECS software to operate correctly
- Any support, upgrades, updates, or related services to third party products on non-ECS proprietary products licensed through a third party unless otherwise listed in Exhibit A
- Compliance assistance and support for standard procedures compliance (as outlined in Exhibit G under "Compliance with ECS Standard Procedures")
- Remote or on-site requested installation of routine software upgrades where end-user installation procedures exist



**Exhibit C: Licensed Modules**

Licensee Name: **The Housing Authority  
of the County of Los Angeles**

Family SS  
Merge-it  
Waiting List  
OMS  
Rent Reasonableness  
Section 8 C& V  
S8 Insp. Scheduler  
Accounts Payable  
Accounts Receivable  
Bank Book  
General Ledger

**Product upgrades will be issued for Application Software only.**

## Exhibit D: Support Fee Schedule

### Professional Services – Hourly Rates

1. Senior Consultant	\$ 175.00
2. Project Manager	\$ 150.00
3. Consultant	\$ 135.00
4. Support	\$ 135.00
5. Data Conversion	\$ 150.00
6. Network Engineering	\$ 150.00
7. Design/Analysis/Programming	\$ 150.00
8. Training	\$ 135.00
9. Installation	\$ 150.00

#### **Please note:**

- Rates are for services provided during normal business hours.
- New service categories may be added to this Exhibit by ECS.

### Optional After-hours Beeper Service Rates

- \$ 250.00 / Incident  
plus
- \$250.00 / Hour

#### **Please note:**

Rates are charged in 1-hour increments, with a 1-hour minimum.

## ECS Products and Pricing Guide

### The Housing Authority of the County of Los Angeles

ECS Software Suites					
Accounting Suite			Housing Suite		Payroll Suite
Suite Options:			Suite Options:		Suite Includes:
Group A	Group B	Group C	Group A	Group B	Group A
Accounts Payable Bank Reconciliation Chart of Accounts General Ledger Inventory	Budget Preparation Budget Validation Fixed Assets Miscellaneous A/R Purchase Order Requisitions	Job Cost Equip Maint Contract Maint Comp Grant Bidding	Section 8 Inspections FSS RR	LIPH Work Orders Cash Receipts Central Cashier Tenant AR Legal PM	Payroll Employee Budgeting
Full Accounting Suite	35% savings		Full Housing Suite	35% savings	Unit range pricing
2 Accounting groups	25% savings		1 Housing group	Unit range pricing	
1 Accounting group	Unit range pricing				
<p>Your maintenance fees do not increase when you license additional applications for groups for which you are currently licensed. We have grouped our software modules to limit your expense. You only pay for the groups you have purchased. Furthermore, pur</p>					

Unit Count = 20,226

## Maintenance Pricing Table

Suites	Units						
	<1000	1,000-2,999	3,000-6,999	7000-9,999	10,000-17,499	17,500-24,999	>25,000
<b>Accounting Suite</b>							
1 Accounting group (unit range pricing)	3.11	2.67	2.25	1.75	1.58	1.27	0.81
2 Accounting groups (savings of 25%)	4.65	4.00	3.32	2.59	2.36	1.90	1.20
All Accounting groups (savings of 35%)	5.79	4.97	4.14	3.23	2.94	2.36	1.5
<b>Housing Suite</b>							
1 Housing group (unit range pricing)	4.20	3.60	3.00	2.35	2.15	1.71	1.10
All Housing groups (savings of 35%)	6.30	5.40	3.90	3.05	2.80	2.30	1.40
<b>Payroll Suite</b>							
Payroll group (unit range pricing)	1.40	1.20	1.00	0.80	0.71	0.57	0.36
<b>All Suites</b>							

Please note: Blue numbers represent the median. Minimum rates applies to portfolios under 1000 units.

To determine your rate, please refer to CCS/MLS Software Suites. Determine the groups in each suite for which you currently have products. Now, refer to the Maintenance Pricing Table. Identify the unit column that applies to your agency. For each suite, simply read across to your agency's unit column to locate your cost per unit. For example, in the Accounting Suite, if you have 1 accounting group, read across the first line. If you have 2 groups, read across the second line. If you have three, the third. Total the unit cost for all suites and multiply the result by the number of units in your agency to arrive at your total cost.

**Exhibit E: Performance Standards**

ECS agrees to reach and maintain the following milestones and performance standards.

Unless otherwise specified below, if on January 1, 2002, ECS has not reached the indicated milestones, ECS will issue a credit equal to the total support invoice amount multiplied by the milestone credit included on the attached table for each milestone not met. The credit will continue until the milestone has been met. If ECS decides NOT to implement a milestone, then ECS will notify Licensee of the decision and will reduce the support fees by the same amount. Should such action be taken, all future price increases and escalator clauses in this contract will be based on the support cost after adjustment.

<b><u>Milestones</u></b>	<b>Milestone Credit</b>
Cradle to Grave Incident Number – ECS will assign an event number to all events reported by Licensee by March 31, 2002. The same number will identify the incident from event report until the event is closed to the satisfaction of the Licensee.	2%
Notification to user of event creation – Licensee will be notified by ECS when a support event is received and entered into the ECS event tracking system. Notification will include, but is not limited to, date and time event created, event priority, and text of event description.	2%
Knowledge Base – ECS will maintain a rolling 6-month knowledge base as defined.	2%
Voice Mail Service Requests – ECS will create and maintain a voice-mail mailbox to be used by Licensee to report problems and request support outside of normal ECS business hours.	2%
Data Dictionary – ECS will create and maintain a data dictionary for the Elite software version and all subsequent new releases and versions. The dictionary will include descriptive field names, field type, field length and comments. The comments will allow ECS and end user to enter information. If a field contains values specified by ECS, these values will be loaded on the comments field. ECS will provide a utility that will locate a field name and list the files that contain that field name. A Data Dictionary will be provided within three months of when the corresponding module is first released from beta. The Elite Product will identify the field name for each data element that appears on a screen.	2%

# DRAFT

Module Technical Documentation – For the Flex version this shall mean a description of the setup options as it relates to the SBUS rules. For the Elite and future versions, this shall mean a description of each setup screen, the options available, and the impact and interactions of the setup options. Module Technical Documentation for the Elite version will be provided when the corresponding module is released out of beta and is made available to all clients.	5%
Application Technical documentation – For the Flex version this shall mean a high level workflow within and between modules. For the Elite and future versions, this shall mean a workflow outlining relationships between modules. Application Technical Documentation for Elite will be provided within three months when the corresponding module is released from beta and is made available to all clients. A data schematic will be made available that shows the relationship between all files.	5%
Publish and implement a Flex testing methodology.	2%
Develop a software quality performance measurement for non-critical issues with ECS customers.	2%
<p>Federally Mandated Changes – If, through its own negligence, ECS fails to deliver Federally Mandated Changes as defined herein. The following conditions apply:</p> <ul style="list-style-type: none"> <li>• Licensee may only withhold payments for those Federally Mandated Changes which have defined due dates.</li> <li>• If ECS is late by one day of a month, ECS will forfeit the 65% payment for the entire month, and said delinquencies shall proceed until the compliance is ready.</li> <li>• In the event that licensee pays Agreement on a quarterly or annual basis ECS shall, at the option of Licensee, promptly issue either payment or credit to Licensee in the appropriate pro-rated amount for the monthly withholding.</li> </ul>	65%
Elite Waiting List and Section 8 Modules – installed and under implementation at 3 customer sites by March 31, 2002.	10%
Elite LIPH and Maintenance Modules – installed and under implementation at 3 customer sites by January 1, 2003.	10%
Elite Financial Modules – installed and under implementation at 3 customer sites by January 1, 2004.	10%

If, during any month after January 1, 2002, ECS does not meet the following performance standards, ECS will issue a credit equal to the total monthly support amount multiplied by the percentage associated with each performance measure in this exhibit not met during the period. The credit will continue and will be applied for each month until the performance criteria are met.

**Response time is calculated as follows:**

The clock starts when an event is received by ECS and is based on the same time zone where customer resides.

The clock stops when an ECS staff member begins work to resolve the issue. Once ECS staff begins work on an issue, work will continue until the problem is resolved to the satisfaction of the licensee. For Emergency (priority 1 support events), work will continue around the clock unless both parties agree to another schedule, for all other issues, efforts will be continuous during normal ECS business hours. Should efforts be terminated by ECS before the work is completed and without the agreement of the licensee, the time between work suspension and work resumption will be added to the initial time to respond to determine the total time to respond.

To meet the response time performance measures, ECS must meet the response time commitments as defined in Exhibit A in the “Guaranteed Response Time” section for 90% for Priority 1 support events, and 90% for Priority 2 support events.

**Software Quality will be calculated as follows:**

ECS will track all program fixes resulting from any release of software. Fixes required by a release will be classified in two categories: critical errors and non-critical errors. Critical errors are defined below and non-critical errors are all other errors.

To meet the Software Quality performance measure ECS must release software without critical errors for the following:

- Inability to process and print any routine check run (i.e., Payroll, A/P, Section 8, etc.)
- Inability to process rent statements
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update

**The penalty will not be invoked if ECS provides a workaround within 24 hours and a permanent fix within 72 hours.**

<b><u>Performance Measures</u></b>	<b>Performance Credit</b>
Response Time -	10%
Critical Software Quality	10%

**Exhibit F: Contractor's EEO Certification**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VII of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, and the *Americans with Disabilities Act of 1990*, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION  
(check one)**

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

\_\_\_\_\_  
Name and title of signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit G: Actions to be Performed by Licensee

**Request for Service.** At any time, the Licensee may report its request for service by FAX using ECS' dedicated support FAX phone number, its 800-support number, web site or e-mail. Upon receipt of FAX, e-mail, web site or voice mail message, the request will be entered into the Support Client Database and prioritized. The Licensee will give all the information as stated in paragraph under the section "Standard Required Information" in Exhibit G. If the Licensee is experiencing an emergency during Normal Business Hours, Licensee will report its request for service using ECS' toll free phone number. Licensee shall make every reasonable effort to determine if the "emergency" is hardware or software-related prior to requesting emergency Application Software support.

**Standard Required Information.** When contacting ECS for Standard Support, the Licensee shall provide the following information: Licensee name, phone and contact person, the name of the module (General Ledger, Low Income, Section 8, etc.), the menu item that was selected, and the exact difficulty that was experienced. Licensee agrees that full cooperation and assistance is necessary to maintain the successful performance of the software. Licensee will be responsible for notifying ECS of any software problems and will provide written documentation of software problems with specific examples (refer to ECS Support Request form for ECS Support).

**Install Latest Software.** Unless otherwise agreed in writing or amended by caveats stated herein, Licensee agrees to install the latest released and delivered Update of the Application Software and other licensed software in their live environment in a timely manner, being within two (2) service packs within six (6) months of issuance and notification by ECS, notwithstanding required changes to operating system, hardware or database engine. If any requirement also requires Licensee to replace any hardware, ECS must give Licensee three year's prior notice before implementing any such requirement; however, during that three year period, subject to conditions within ECS' control ECS will support and maintain the then current system on the then current Licensee's hardware to the same extent as before.

**Reasonable Access.** Licensee agrees to provide those ECS personnel concerned with the operation and support of the Application Software reasonable access to the site to perform activities necessary to fulfill its obligations under this Agreement. ECS shall not use the Licensee's software or other systems for demonstrations to other clients without written permission from the Licensee. Any demonstration should be supervised and presented by Licensee directly, and ECS shall not issue new passwords or changes without the Licensee's permission. Root password will not be given to ECS without permission of the Licensee project manager. ECS will be provided, by the Licensee's project manager, predefined passwords and said passwords will not change without the prior approval of the Licensee project manager.

# DRAFT

**Data for Support.** Licensee will make available to ECS, on a reasonable basis, data necessary for the successful support of the Application Software, including all currently existing master files; ECS and ECS' subcontractor or agents shall not disclose this data to persons without written authorization by Licensee. All such data shall be considered to be Licensee's Proprietary Information and ECS shall retain same in strict confidence, and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

**Backup.** Licensee agrees that adequate copies of all on-line applications, databases, and disk files must be kept on backup media. Therefore, Licensee agrees to make its best effort to create and keep current backup media, not older than two working days, on all Application Software and related data. Licensee further agrees to make backups available for restoration purposes if needed by ECS. Any services provided by ECS as a result of Licensee's failure to comply with this requirement may result in billable time to Licensee at an hourly rate.

**Access to Computer and Internet.** Licensee agrees to provide, at its own expense, ECS access to Licensee's computer system in order for ECS to fulfill its obligations under this Agreement. Said access shall be available during normal business hours via ECS-approved connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of ECS' obligation to Licensee for software support services. ECS will provide ability for technical support services via the internet that would otherwise be available over standard modem connections. Licensee agrees to provide a means of connecting to Internet in order to access ECS web site for obtaining software updates and information that ECS has agreed to publish.

**Adequately Trained Staff.** Licensee agrees to operate the software with adequately trained staff.

**Designated Licensee Contact.** It is the intent that only Licensee designated contacts, or in their absence, their assignees can initiate support calls to ECS.

**Other Interfaces.** Licensee shall be responsible for the interface between Application Software for which support service is available and all other software used by Licensee, whether or not such software is licensed to Licensee by ECS or by others, or has been developed by Licensee.

**Software License Limitations.** For all application software licensed between ECS and Licensee, Licensee agrees that the right granted to Licensee to use the software, along with any use limitations, and Licensee's responsibilities to prevent unauthorized disclosure specified in the License, apply equally to all maintenance service elements such as corrective code, Enhancements and updates furnished under this Agreement.

## DRAFT

**Modifications by Licensee.** In no event shall ECS be responsible for the correction of any errors or damage resulting from changes to or modification of application software made by Licensee.

**Compliance with ECS Standard Procedures.** It is the responsibility of the Licensee to adhere to the standard procedures. The posted procedures are subject to modification, as mutually agreed upon between the parties. If a Licensee is unable to fulfill the requirements, they should make billable arrangements with ECS.

**Withholding of Standard software support services.** ECS has the right to withhold Standard Support services, as defined herein, in the event that Licensee substantially fails to fulfill its obligations as defined herein, and such failure significantly impairs ECS' ability to perform hereunder. In the event it is clear to ECS that Licensee has significantly failed to fulfill its obligations, ECS must first provide written notice to Licensee sixty (60) days prior to withholding services, and, only if at the end of such sixty day period, Licensee has not cured its substantial failure to fulfill such obligations



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

April 23, 2003

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Dear Commissioners:

**APPROVE FUNDING OF HOUSING AUTHORITY PROJECTS WITH 2003-2004  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (ALL DISTRICTS)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners authorize the Executive Director of the Housing Authority to accept from the County of Los Angeles an estimated \$1,770,787 in Twenty-ninth Program Year (July 1, 2003 to June 30, 2004) Community Development Block Grant (CDBG) funds, and to continue administration of \$1,559,900 in prior year CDBG funds, as identified in the Housing Authority portion of the Los Angeles Urban County 2003-2004 One Year Action Plan (Action Plan), a component of the 2003-2008 Housing and Community Development Consolidated Plan for the Los Angeles Urban County (Consolidated Plan), for the allocation of federal funds by the County of Los Angeles; and authorize the Executive Director to use these funds for capital improvements and services for public housing program residents.
2. Recommend that the Board of Commissioners authorize the Executive Director, following approval by the U.S. Department of Housing and Urban Development (HUD) to incorporate the \$1,770,787 in new CDBG funds into the approved 2003-2004 Fiscal Year budget of the Housing Authority.



Honorable Housing Commissioners

April 23, 2003

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3. Recommend that the Board of Commissioners authorize the Executive Director to execute CDBG Reimbursable Contracts with the County of Los Angeles to provide funding for the activities described above, using substantially the form of the attached contract, to be effective following approval as to form by County Counsel.
4. Recommend that the Board of Commissioners authorize the Executive Director to execute CDBG Reimbursable Contract Amendments with the County of Los Angeles, using substantially the form of the attached, to extend the contracts through June 30, 2004 to complete ongoing projects, using CDBG funds previously approved by your Board, to be effective following approval as to form by County Counsel, and execution by all parties.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The National Affordable Housing Act (NAHA) of 1990, as amended in 1992, requires that the County submit a Five-Year Consolidated Plan for the expenditure of CDBG, HOME Investment Partnerships (HOME), and Emergency Shelter Grants (ESG) funds. The Consolidated Plan includes an Action Plan that must be updated each year to define projects and programs to be carried out over a one-year period.

It is requested that your Commission recommend that the Board of Commissioners approve the Housing Authority portions of the Action Plan. Following approval by the Board, the Action Plan must be submitted to HUD by June 10, 2003.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The Action Plan includes CDBG funds totaling an estimated \$61,735,965, comprised of new funds, prior year funds, and anticipated program income. These funds will be allocated to the five Supervisorial Districts, 48 participating cities, the Housing Authority and approximately 71 nonprofit entities to implement projects and programs. The Action Plan also includes new HOME funds allocated for homebuyer assistance, housing development, construction, and rehabilitation; and ESG funds for various homeless assistance programs.



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April 23, 2003  
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The Housing Authority will receive an estimated \$1,770,787 in new CDBG funds for construction, rehabilitation, and public service activities at various housing sites. In addition, ongoing projects will be completed using \$1,559,900 in prior year CDBG funds previously allocated by the Board.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On May 26, 1998, the Board approved the Five-Year Consolidated Plan for 1998-2003 and the 1998-1999 Action Plan. These documents have been updated as required by HUD. They will expire on June 30, 2003, and new plans must be approved by the Board to continue funding from HUD.

The Action Plan includes one ongoing and twelve new Housing Authority projects that will receive a total of \$1,770,787 in Twenty-ninth Program Year CDBG funds to address housing and community development needs throughout the County. The projects and funding allocations include: ongoing construction of the Harbor Hills community center, at an additional cost of \$600,000; recreational programs for public housing youth at the South Scattered Sites and Ujima Village housing developments, at a cost of \$125,000; painting and other needed renovations at the South Bay Gardens housing development, at a cost of \$150,000; repair and rehabilitation of deteriorated sidewalks at the Harbor Hills housing development, at a cost of \$150,000; driveway improvements for the Orchard Arms housing development, at a cost of \$50,000; replacement of interior doors at the Quartz Hill housing development, at a cost of \$100,000; resident initiative programs for the South Scattered Sites, Maravilla and Carmelitos housing developments, at a total cost of \$300,000; telemedicine clinics for the Nueva Maravilla, South Vermont and Carmelitos housing developments, at a total cost of \$250,000; and administration of the Youth In Focus program to serve public housing residents throughout the County, at a total cost of \$45,787.

The following seven ongoing projects will continue with a total of \$1,559,900 in prior-year CDBG funds: construction of the community center described above, using \$595,000 in prior year funds and an additional \$600,000 in new CDBG funds, and the development of a childcare center, at a cost of \$280,000, both at the Harbor Hills housing development; rehabilitation of a maintenance facility to serve the 38 South Scattered Sites, at a cost of \$102,000; installation of an underground electrical system at the Nueva Maravilla housing development, at a cost of \$374,000; and the repair and rehabilitation of sidewalks, parking





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lots and other site improvements at the Carmelitos housing development, at a total cost of \$208,900. The existing contracts for these projects, between the Community Development Commission and the Housing Authority, will be extended to June 30, 2004 in order to complete construction.

All public noticing required under 24 Code of Federal Regulations Part 91.105 (b)(3)(4) of the NAHA for approval of the Action Plan will be satisfied prior to presentation to the Board. Eight community meetings were held in September and October 2002, and four focus groups were held in November 2002 at the Housing Authority's main office at 2 Coral Circle, Monterey Park. Comments received at these meetings have been incorporated into the Consolidated Plan and the Action Plan. An additional eight meetings were held in March and April 2003 to update the public regarding comments received earlier.

A notice of the 30-day public comment period and public hearing will be published on April 25, 2003 in newspapers throughout the County, and copies of the draft Consolidated Plan and Action Plan will be made available for public review at 25 libraries. The public comment period will conclude on May 27, 2003, on the day of the public hearing, which will be convened by the Board of Supervisors for approval of the Five-Year Consolidated Plan and the Action Plan.

Projects proposed in the Action Plan are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the Housing Authority will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

Descriptions and funding allocations of Housing Authority projects for the Twenty-ninth Program Year, the standard CDBG Reimbursable Contract, and the standard CDBG Reimbursable Contract Amendment to be used for project completion, are provided as Attachments A, B and C, respectively.



Honorable Housing Commissioners  
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**IMPACT ON CURRENT SERVICES AND PROJECTS:**

The projects contained in the Action Plan, including the Housing Authority projects, will benefit low- and moderate-income residents throughout the unincorporated County of Los Angeles.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

CJ:ra:nm  
Con Plan 03-06 Action Plan 03-04  
Attachments: 3



**ATTACHMENT A**

**Housing Authority Projects  
For the Twenty-ninth Program Year**

**This Attachment Includes New and Prior Year Funds**

## 1ST DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Youth in Focus				This is a continuing program. The program is for at-risk youth that reside at the Maravilla and Sundance Vista Housing Developments. The youth will participate in a photography program consisting of a curriculum that includes instruction of the technical aspects of photography, while encouraging a medium as a means of artistic expression and as a viable career. The Youth in Focus Program will serve age groups 8-21.
600065	<u>54,000</u> 54,000 (T)	<u>26,413</u> (New) 26,413 (T)	<u>26,413</u> (New) 26,413 (T)	FY 2002-2003 Goals: 800 Young People.
PROGRAM CATEGORY - Youth Services				FY 2002-2003 Accomplishments: Projected 800 Young People.
STRATEGIC AREA - N/A				
INVESTMENT LEVEL - N/A				FY 2003-2004 Goals: 400 Young People.

## 2ND DISTRICT

2003-2004 FUNDING REQUEST  
CDC - DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION	COMMENTS
<b>HOUSING MANAGEMENT -</b> South Bay Gardens Paint and Renovations 600519  <b>PROGRAM CATEGORY -</b> CD- Public Facilities <b>STRATEGIC AREA -</b> N/A <b>INVESTMENT LEVEL -</b> N/A	0 0 (T)	<u>150,000</u> (New) 150,000 (T)	<u>150,000</u> (New) 150,000 (T)	This program provides for paint and other needed renovations to South Bay Gardens Housing Development.  <b>FY 2002-2003 Goals:</b> N/A: Project not funded in 2002-2003.  <b>FY 2002-2003 Accomplishments:</b> N/A: Project not funded in 2002-2003.  <b>FY 2003-2004 Goals:</b> - Complete all renovations by June 30, 2004.	



## 2ND DISTRICT

2003-2004 FUNDING REQUEST  
CDC - DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION	COMMENTS
<b>HOUSING MANAGEMENT -</b> Recreation Programs for Ujima Village and South Scattered Sites  600488  <b>PROGRAM CATEGORY -</b> Youth Services  <b>STRATEGIC AREA -</b> N/A  <b>INVESTMENT LEVEL -</b> N/A	0  0 (T)	<u>125,000</u> (New) 125,000 (T)	<u>125,000</u> (New) 125,000 (T)	This program provides recreational activities to public housing youth (ages 9 - 17).  <b>FY 2002-2003 Goals:</b> N/A: Project not funded in 2002-2003.  <b>FY 2002-2003 Accomplishments:</b> N/A: Project not funded in 2002-2003.  <b>FY 2003-2004 Goals:</b> - Provide 350 client contacts.	

## 2ND DISTRICT

2003-2004 FUNDING REQUEST  
CDC - DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION	COMMENTS
HOUSING MANAGEMENT - Youth in Focus				This is a continuing program. The program is for at-risk youth that reside at the Ujima Village Housing Development. The youth will participate in a photography program consisting of a curriculum that includes instruction of the technical aspects of photography, while encouraging a medium as a means of artistic expression and as a viable career. The Youth in Focus Program will serve age groups 8-21.	
600309	<u>36,030</u> 36,030 (T)	<u>7,727</u> (New) 7,727 (T)	<u>7,727</u> (New) 7,727 (T)	FY 2002-2003 Goals: - Projected 600 Young People.	
PROGRAM CATEGORY - Youth Services				FY 2002-2003 Accomplishments: - 150 Young People.	
STRATEGIC AREA - N/A					
INVESTMENT LEVEL - N/A				FY 2003-2004 Goals: - 150 Young People.	

## 4TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT- Carmelitos Family Parking Lot/Sidewalks				Funding will be used to repair concrete sidewalks and parking lots which have cracks, differing elevations, etc. which pose a tripping hazard. Carryover funding for FY 03-04 are being requested to complete the first phase of construction.
600358	<u>200,000</u> 200,000 (T)	<u>150,000</u> (CO) 150,000 (T)	<u>150,000</u> (CO) 150,000 (T)	<p>FY 2002-2003 Goals: - 1 Public Site</p> <p>FY 2002-2003 Accomplishments: - Projected 1 Public Site</p> <p>FY 2003-2004 Goals: - 1 Public Site</p>
PROGRAM CATEGORY - CD- Public Facilities				
STRATEGIC AREA - N/A				
INVESTMENT LEVEL - N/A				

## 4TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Harbor Hills Childcare Center				The Harbor Hills Housing Development is in need of a childcare center to provide daily childcare and educational services to eligible participants. A childcare center will be constructed for the use of Harbor Hills residents.
A97403	<u>400,000</u> 400,000 (T)	<u>280,000</u> (CO) 280,000 (T)	<u>280,000</u> (CO) 280,000 (T)	<p><b>FY 2002-2003 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continued construction on the childcare center.</li> <li>1 Public Facilities</li> </ul> <p><b>FY 2002-2003 Accomplishments:</b></p> <ul style="list-style-type: none"> <li>- Continued construction on the childcare center.</li> <li>1 Public Facilities</li> </ul> <p><b>FY 2003-2004 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continue construction on the childcare center.</li> <li>1 Public Facilities</li> </ul>
PROGRAM CATEGORY - Neighborhood Development				
STRATEGIC AREA - N/A				
INVESTMENT LEVEL - N/A				

## 4TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Harbor Hills Community Center				This project provides for the construction of 9,700 square foot community center at the Harbor Hills Development. The center will provide recreational and educational services and community related activities for the residents. The community center will be constructed in close proximity to the planned Harbor Hills Childcare Center.
A99422	<u>550,000</u> 550,000 (T)	<u>385,000</u> (CO) 385,000 (T)	<u>385,000</u> (CO) 385,000 (T)	<p><b>FY 2002-2003 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continued construction on the community center.</li> <li>1 Public Facilities</li> </ul> <p><b>FY 2002-2003 Accomplishments:</b></p> <ul style="list-style-type: none"> <li>- Continued construction on the community center.</li> <li>1 Public Facilities</li> </ul> <p><b>FY 2003-2004 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continue construction on the community center.</li> <li>1 Public Facilities</li> </ul>
PROGRAM CATEGORY - N/A				
STRATEGIC AREA - N/A				
INVESTMENT LEVEL - N/A				

## 4TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Harbor Hills Sidewalk Repairs				This project provides for the reconstruction of the sidewalks within the Harbor Hills Housing Development. The project will replace the worst of the deteriorated sidewalks, which have cracks and differing elevations that pose a tripping hazard at Harbor Hills.
600485	0	<u>150,000</u> (New) 0 (T)	<u>150,000</u> (New) 150,000 (T)	FY 2002-2003 Goals: N/A: Not funded in 2002-2003
PROGRAM CATEGORY - N/A				FY 2002-2003 Accomplishments: N/A
STRATEGIC AREA - N/A				FY 2003-2004 Goals: 1 Site
INVESTMENT LEVEL - N/A				

## 4TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Youth in Focus				This is a continuing program. The program is for at-risk youth that reside at the Carmelitos and Harbor Hills Housing Developments. The youth will participate in a photography program consisting of a curriculum that includes instruction of the technical aspects of photography, while encouraging a medium as a means of artistic expression and as a viable career. The Youth In Focus Program will serve age groups 8-21.
600310	<u>36,030</u>	<u>11,647</u> (New)	<u>11,647</u> (New)	FY 2002-2003 Goals: 600 Young People
PROGRAM CATEGORY - Youth Services	36,030 (T)	11,647 (T)	11,647 (T)	
STRATEGIC AREA - N/A				FY 2002-2003 Accomplishments: 600 Young People
INVESTMENT LEVEL - N/A				FY 2003-2004 Goals: 300 Young People

## 5TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
<b>HOUSING MANAGEMENT -</b> Orchard Arms Housing Development Slurry Coat Driveway Improvements 600518  <b>PROGRAM CATEGORY -</b> Public Facilities  <b>STRATEGIC AREA -</b> N/A  <b>INVESTMENT LEVEL -</b> N/A	0 (CO) 0 (T)	<u>50,000</u> (New) 50,000 (T)	<u>50,000</u> (New) 50,000 (T)	This program will provide for the protection of the existing driveway from damage and extend the useful life of the existing driveway. CDBG funds will be used for construction, design, contingency, and Construction Management costs.  <b>FY 2002-2003 Goals:</b> - Not funded in FY 02-03.  <b>FY 2002-2003 Accomplishments:</b> N/A  <b>FY 2003-2004 Goals:</b> - 182 Housing Units.



## 5TH DISTRICT

2003 - 2004 FUNDING REQUEST  
CDC DIVISIONS

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT Quartz Hill Housing Development Interior Unit Door Replacement				This program will provide for the replacement of 320 interior doors which are of hollow core, worn out, and damaged. The doors will be replaced with solid core doors. CDBG funds will be used for construction, design, contingency, and Construction Management costs.
600517	0 (CO)	100,000 (New)	100,000 (New)	FY 2002-2003 Goals: - Not funded in FY 02-03.
PROGRAM CATEGORY - N/A	0 (T)	100,000 (T)	100,000 (T)	FY 2002-2003 Accomplishments: - Not funded in FY 02-03.
STRATEGIC AREA - N/A				FY 2003-2004 Goals: - Replace 320 interior doors for 40 Housing Units.
INVESTMENT LEVEL - N/A				

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 REC'D FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Carmelitos Family Parking Lot/Sidewalks				
600170	<u>78,600</u> 78,600 (T)	<u>58,900</u> (CO) 58,900 (T)	<u>58,900</u> (CO) 58,900 (T)	Funding will be used to repair concrete sidewalks and parking lots which have cracks, differing elevations, etc. which pose a tripping hazard.  FY 2002-2003 Goals: - Continue construction of the parking lot/sidewalks. 1 Public Facility  FY 2002-2003 Accomplishments: - Continued construction of the parking lot/sidewalks. 1 Public Facilities  FY 2003-2004 Goals: - Complete construction of the parking lot/sidewalks. 1 Public Facility
PROGRAM CATEGORY - Public Works				
STRATEGIC AREA - N/A				
N/A				Note: The total Exhibit A amount for 2003-2004 is:  \$ 78,600 for 600170

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Harbor Hills Community Center				Provides for the construction of an approximately 9,700 square foot community center at the Harbor Hills Housing Development. The center will provide recreational and educational services and community related activities for the residents. The community center will be constructed in close proximity to the planned Harbor Hills Childcare Center.
600059	<u>300,000</u> 300,000 (T)	<u>810,000</u> (CO) 810,000 (T)	<u>810,000</u> (CO) 810,000 (T)	<p><b>FY 2002-2003 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continue construction of the Community Center.</li> <li>1 Public Facility</li> </ul> <p><b>FY 2002-2003 Accomplishments:</b></p> <ul style="list-style-type: none"> <li>- Continued construction of the Community Center.</li> <li>1 Public Facilities</li> </ul> <p><b>FY 2003-2004 Goals:</b></p> <ul style="list-style-type: none"> <li>- Continue construction of the Community Center.</li> <li>1 Public Facility</li> </ul>
PROGRAM CATEGORY - Public Works				
STRATEGIC AREA - N/A			210,000 (CO) 500,000 (New) 810,000 (T)	
N/A				
				Note: The total Exhibit A amount for 2003-2004 is:  \$ 900,000 for 600059

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Nueva Maravilla Electrical Completion				Funding will be used to install a completely new state of the art underground electrical distribution system for this 504-unit housing development (147 elderly units, 348 family units, and 25 handicap units).
600173	<u>380,000</u> 380,000 (T)	<u>374,000</u> (CO) 374,000 (T)	<u>374,000</u> (CO) 374,000 (T)	<p>FY 2002-2003 Goals:</p> <ul style="list-style-type: none"> <li>- Serve 504 Housing Units.</li> </ul> <p>FY 2002-2003 Accomplishments:</p> <ul style="list-style-type: none"> <li>- Projected accomplishments in FY 2002-2003 is 0 housing units served.</li> <li>- First quarter accomplishments was 0 housing units served.</li> </ul> <p>FY 2003-2004 Goals:</p> <ul style="list-style-type: none"> <li>- Serve 504 Housing Units.</li> </ul> <p>Note: The total Exhibit A amount for 2003-2004 is: \$380,000 for 600173</p>
PROGRAM CATEGORY - Public Works				
STRATEGIC AREA -				
INVESTMENT LEVEL -				

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
<b>HOUSING MANAGEMENT-</b> Renovation of the South Central Maintenance Facility 600165  <b>PROGRAM CATEGORY -</b> Public Works <b>STRATEGIC AREA -</b> N/A <b>INVESTMENT LEVEL -</b> N/A	<u>340,000</u> 340,000 (T)	<u>102,000</u> (CO) 102,000 (T)	<u>102,000</u> (CO) 102,000 (T)	Funding for the Project shall be used to rehabilitate a single-story structure to provide a maintenance facility to service our South Scattered Sites Housing Developments.  <b>FY 2002-2003 Goals:</b> - 1 Public Facilities - First quarter accomplishments 0 Public Facilities.  <b>FY 2002-2003 Accomplishments:</b> - 1 Public Facilities  <b>FY 2003-2004 Goals:</b> - 1 Public Facilities  Note: The total Exhibit A amount for 2003-2004 is: \$ 340,000 for 600165

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
<b>HOUSING MANAGEMENT-</b> Resident Initiatives Programs at Housing Development Sites - South Scattered Sites, Maravilla and Carmelitos				Provide resident initiative programs to residents of housing development sites including South Scattered Sites, Maravilla and Carmelitos
600550	0 0 (T)	300,000 (New) 300,000 (T)	300,000 (New) 300,000 (T)	FY 2002-2003 Goals: N/A: Not funded in 2002-2003.  FY 2003-2004 Goals: - Provide services to residents at housing development sites.
<b>PROGRAM CATEGORY -</b> Public Service				
<b>STRATEGIC AREA -</b> N/A				
<b>INVESTMENT LEVEL -</b> N/A				

## COUNTYWIDE

2003 - 2004 FUNDING REQUEST

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
<b>HOUSING MANAGEMENT -</b> Telemedicine Clinics - Nueva Maravilla				Funding for this project will provide both primary eye care and specialty care, through Telemedical procedures, to Los Angeles Housing Authority residents at Nueva Maravilla. Telemedicine is a procedure that allows a physician who is located off-site to diagnose a patient at the clinic, in real time.
600549  <b>PROGRAM CATEGORY -</b> Public Service  <b>STRATEGIC AREA -</b> N/A  <b>INVESTMENT LEVEL -</b> N/A	0  0 (T)	<u>82,582</u> (New)  82,582 (T)	<u>82,582</u> (New)  82,582 (T)	<b>FY 2002-2003 Goals:</b> N/A: Not funded in 2002-2003.  <b>FY 2003-2004 Goals:</b> - Provide medical services to 350 housing resident clients.

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
<b>HOUSING MANAGEMENT -</b> Telemedicine Clinics - South Vermont				Funding for this project will provide both primary eye care and specialty care, through Telemedical procedures, to Los Angeles Housing Authority residents at South Vermont. Telemedicine is a procedure that allows a physician who is located off-site to diagnose a patient at the clinic, in real time.
600559  <b>PROGRAM CATEGORY -</b> Public Service  <b>STRATEGIC AREA -</b> N/A  <b>INVESTMENT LEVEL -</b> N/A	0  0 (T)	<u>79,712</u> (New)  79,712 (T)	<u>79,712</u> (New)  79,712 (T)	<b>FY 2002-2003 Goals:</b> N/A: Not funded in 2002-2003.  <b>FY 2003-2004 Goals:</b> - Provide medical services to 117 housing resident clients.



## COUNTYWIDE

2003 - 2004 FUNDING REQUEST  
COUNTYWIDE - CDC

OPERATING AGENCY PROJECT TITLE	FY 02-03 FUNDING	FY 03-04 FUNDING REQUEST	FY 03-04 RECMD FUNDING	PROJECT DESCRIPTION COMMENTS
HOUSING MANAGEMENT - Telemedicine Clinics - Carmelitos				Funding for this project will provide both primary eye care and specialty care, through Telemedical procedures, to Los Angeles Housing Authority residents at Carmelitos. Telemedicine is a procedure that allows a physician who is located off-site to diagnose a patient at the clinic, in real time.
600558	0 0 (T)	87,706 (New) 87,706 (T)	87,706 (New) 87,706 (T)	FY 2002-2003 Goals: N/A: Not funded in 2002-2003.
PROGRAM CATEGORY - Public Service				FY 2003-2004 Goals: - Provide medical services to 137 housing resident clients.
STRATEGIC AREA - N/A				
INVESTMENT LEVEL - N/A				

ATTACHMENT B

COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
OTHER PUBLIC AGENCY  
REIMBURSABLE CONTRACT

PROJECT TITLE:

PROJECT NUMBER:

CONTRACT NUMBER:

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_,  
by and between the County of Los Angeles, hereinafter called the "County," acting by and through  
the Community Development Commission of the County of Los Angeles, and the  
\_\_\_\_\_, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America,  
through its Department of Housing and Urban Development (HUD), to execute the County's  
Community Development Block Grant (CDBG) Program, which includes this project, under the  
Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by  
reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the  
mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A,  
Project Description and Activity Budget.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community  
Development Commission of the County of Los Angeles, (CDC) hereinafter called the  
"Executive Director", or his designee, shall have full authority to act for County in the  
administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in  
the Project Description, Exhibit A to this Contract, a copy of which is attached hereto and  
incorporated herein by this reference.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on  
the date first above written, and shall be completed not later than \_\_\_\_\_.

5. COMPENSATION AND METHOD OF PAYMENT. Upon such performance under this Contract, County shall reimburse Operating Agency an amount not to exceed (\$ \_\_\_\_\_), which shall constitute full and complete reimbursement hereunder provided for the implementation of the project described in Exhibit A to this Contract. Said reimbursement will only be paid out of funds received from the federal government under the Act for the Fiscal Years indicated in Exhibit A, Activity Budget, or from program income, as described in 24 CFR 570 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge on any other funds of the County. Funds shall be paid only after receipt of a monthly requisition form as specified and provided by the Community Development Commission (CDC) of the County of Los Angeles. Said invoice shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Agreement. After timely receipt of each invoice, the CDC will draw a check in favor of the Operating Agency.
6. BUDGET SECTION. No more than the amounts specified in the Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-87; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, except that:

- (i) The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- (ii) The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

8. PROGRAM EVALUATION AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of three (3) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County. Operating Agency agrees to submit all data that are necessary to complete the Annual Grantee Performance Report and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.
9. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$300 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.
10. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDBG funds in excess of twenty five thousand dollars (\$25,000) shall be either:

- (i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract, or such longer period of time as is specified in Exhibit A; or
- (ii) Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 10 above.

11. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.
12. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 39 of this Agreement.
13. [AFFIRMATIVE ACTION. INTENTIONALLY OMITTED].
14. CHANGES. The County may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.
15. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.
16. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
17. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the CDC a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar Operating

Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 17 of this Contract shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Contract.

18. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The County shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
19. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, OMB Circular Nos. A-110 and A-122, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.
20. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Notices, reports and statements to the County shall be delivered or sent to the Executive Director or his designee at:

Community Development Commission of the County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. This Contract is not assignable by Operating Agency without the express written consent of the County. Any attempt by Operating Agency to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.
22. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
23. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitations on CDBG funds not presently anticipated. Accordingly, the County reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the County may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the County to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the County in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has materially complied with the terms of this Contract, Executive Director may act for the County in suspending the operation of this contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.
24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
25. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless County, and the Housing Authority of the County of Los Angeles, and the CDC, their agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Operating Agency's operations, or its services hereunder, including any workers' compensation suits, liability or expense arising from or connected with services performed on behalf of Operating Agency by any person pursuant to this Contract.

26. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and OMB Circular A-110. To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
27. DISCRIMINATION. No person shall, on the grounds of race, sex, creed, color, religion, age or physical handicapped or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Contract.
28. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- a. In aggregate do not exceed \$10,000 per budget cost category;
  - b. Are specifically requested by Operating Agency;
  - c. Do not alter the amount of compensation under this Contract;
  - d. Will not change the project goals or scope of services;
  - e. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract.
29. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:
- a. In aggregate do not exceed twelve (12) calendar months;
  - b. Are specifically requested by Operating Agency;
  - c. Will not change the project goals or scope of services;
  - d. Are in the best interests of the County and Operating Agency in performing the scope of services under this Contract; and
  - e. Do not alter the amount of compensation under this Contract.
30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.



31. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in their independent capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
32. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties.
33. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
34. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Operating Agency will insure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.
35. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Agreement and for a period of three (3) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special

audit, the cost of the audit will be encumbered and deducted from this Contract's budget.

36. INSURANCE. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
37. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which County may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.
38. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
39. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
40. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
41. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees

that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

42. STAFF TRAVEL. Operating Agency shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.
43. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.
44. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of, such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of three (3) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions with County or granting agency directives, or with the effectiveness, legality and achievements of the program.
45. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
46. COUNTY LOBBYIST ORDINANCE: Operating Agency and each County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and each County lobbyist firm to fully comply with the County lobbyist requirements shall constitute a material breach of the Contract upon which the Commission may immediately terminate this Contract and the Operating Agency shall be liable under civil action.

47. FEDERAL LOBBYIST REQUIREMENTS: The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Failure on the part of the Operating Agency or persons/subcontractors acting on behalf of the Operating Agency to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

48. LOBBYING CERTIFICATION: The following is applicable to projects utilizing funds received from the 2002-03 allocations.

The undersigned certify, to the best of their knowledge and belief, that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE: In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
- (i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - (ii) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
50. DRUG-FREE WORKPLACE: Operating Agency agrees to provide a drug-free workplace by:
- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (ii) Establishing an ongoing drug-free awareness program to inform employees about -
    - a. The dangers of drug abuse in the workplace;
    - b. The Operating Agency's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1 of this Paragraph 50;
  - (iv) Notifying the employee in the statement required by subparagraph 1 of this Paragraph 50 that, as a condition of employment under the grant, the employee will -
    - a. Abide by the terms of the statement; and

- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace after five calendar days after such conviction;
- (5) Notifying the County in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- (8) The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check \_\_\_ if there are workplaces on file that are not identified here.

51. SECTION 51, "RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN": Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a contract committing it to provide funds for

any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606 © (iii) A-G.

52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract with the County of Los Angeles or CDC and must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to CDC.
53. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. The Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be governed by the CDC's CDBG Compliance Instructions, as amended.

The Operating Agency may use their CDBG funds towards property maintenance standards, however, each case would be reviewed on an individual basis and approved by the CDC. The CDC has established an expenditure cap not to exceed 5 percent of the Contract allocation for property maintenance standards.

54. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individual with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

55. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.
56. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
57. SEVERABILITY. In the event that any provision herein contained is held to be illegal, invalid or unenforceable, such provision shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
58. INTERPRETATION. No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.
59. WAIVER No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same of any other provision hereof.
60. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations
61. ENTIRE CONTRACT This Contract with attachment constitutes the entire understanding and agreement of the parties.
62. USE OF RECYCLED-CONTENT PAPER PRODUCTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
CARLOS JACKSON, Executive Director  
Community Development Commission  
of the County of Los Angeles

By : \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director  
Community Development Commission  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Director, CDBG

**COUNTY OF LOS ANGELES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
OTHER PUBLIC AGENCY  
REIMBURSABLE CONTRACT  
AMENDMENT NUMBER**

PROJECT TITLE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

AMENDMENT NUMBER: \_\_\_\_\_

THIS AMENDMENT TO CONTRACT made this \_\_\_\_\_, day of \_\_\_\_\_ 200\_, by the County of Los Angeles, hereinafter called the "County", acting by and through the Community Development Commission of the County of Los Angeles, and the \_\_\_\_\_, hereinafter called the "Operating Agency".

WITNESSETH THAT:

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program Other Public Agency Reimbursable Contract Number \_\_\_\_\_ dated \_\_\_\_\_; and

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the project.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number \_\_\_\_\_ be amended as follows:

1. COMPENSATION AND METHOD OF PAYMENT is amended to show (\$ \_\_\_\_\_). This is an increase of (\$ \_\_\_\_\_) to the project amount. An amended Exhibit A, Project Description, is attached hereto and incorporated herein, and substituted in its entirety for the previously attached Exhibit A.
2. TIME OF PERFORMANCE is amended to show a completion date of: \_\_\_\_\_.
3. BUDGET SECTION is amended to reflect the new compensation amount of (\$ \_\_\_\_\_).
4. All other terms and conditions of said Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the County and the Operating Agency, through their duly authorized officers, have executed this amendment as of the date first above written.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
Operating Agency

By: \_\_\_\_\_  
CARLOS JACKSON, Executive Director  
Community Development Commission  
of the County of Los Angeles

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

LLOYD W. PELLMAN  
County Counsel

CARLOS JACKSON, Executive Director  
Community Development Commission  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Director, CDBG



**Carlos Jackson**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

April 23, 2003

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Dear Commissioners:

**THE 2003-2004 FISCAL YEAR BUDGET OF THE HOUSING AUTHORITY  
(ALL DISTRICTS)**

**IT IS REQUESTED THAT YOUR COMMISSION:**

1. Recommend to the Board of Commissioners approval of the Housing Authority 2003-2004 Fiscal Year Budget, which includes revenues and expenditures of \$239,138,600.
2. Recommend to the Board of Commissioners adoption of the attached Resolution approving the 2003-2004 Fiscal Year Budget of the Housing Authority, and instructing the Executive Director to submit the Resolution to the U.S. Department of Housing and Urban Development (HUD).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to approve the 2003-2004 Fiscal Year Budget of the Housing Authority. HUD requires that the Board of Commissioners approve the 2003-2004 Fiscal Year Budget prior to the release of funds.

**FISCAL IMPACT/FINANCING:**

The impact to the County general fund will be \$360,000, which is provided for the administration of the Cooperative Extension Program.

The proposed Housing Authority Fiscal Year 2003-2004 Budget is \$239,138,600. This is a \$19.3 million increase over Fiscal Year 2002-2003 due primarily to a projected 100 percent lease up rate for private rental units contracted under the Section 8 Program that will result in additional administrative funds from HUD. In Fiscal Year 2002-2003, the Housing Authority consistently exceeded its 95 percent target lease-up rate, making it viable to budget at a higher rate for Fiscal Year 2003-2004.

The following table compares funding levels for Fiscal Year 2002-2003 and 2003-2004.

Table 1.

Housing Authority	2002-2003 Budget	2003-2004 Budget
<b>Divisions</b>		
Assisted Housing - Section 8	\$ 155,220,900	\$ 174,386,900
Housing Management - Housing	\$ 31,469,900	\$ 31,319,900
Housing Management - Modernization	\$ 10,596,100	\$ 12,696,900
<b>Other Programs</b>		
Telemedicine	\$ 585,900	\$ 599,800
Cooperative Extension	\$ 550,000	\$ 639,800
Youth in Focus	\$ 228,900	\$ 102,800
City of Industry - Tax Increment	\$ 21,132,700	\$ 19,392,500
<b>TOTAL</b>	<b>\$ 219,784,400</b>	<b>\$ 239,138,600</b>
Regular Staff	272.77	275.76
Contract Staff	151.86	128.97
<b>TOTAL</b>	<b>424.63</b>	<b>404.73</b>

Honorable Housing Commissioners  
April 23, 2003  
Page Three

The Housing Authority consists of the Assisted Housing Division, Housing Management Division, and four resident and community assistance programs.

#### Assisted Housing Division

The Assisted Housing Division administers the Housing Authority's Section 8 Rental Assistance Program. During Fiscal Year 2003-2004, a total of \$174,386,900 will be used to provide rental assistance to approximately 23,021 low- and very low-income families and seniors. The new budget reflects an increase of \$19.1 million over Fiscal Year 2002-2003 based on a 100 percent lease-up rate that will result in increased funds from HUD.

#### Housing Management Division

The Housing Management Division manages and maintains 3,661 housing units and provides resident services such as computer centers, programs for youth, after-school homework assistance and counseling services.

During Fiscal Year 2003-2004, the Housing Management Division will administer a total of \$31,319,900, which includes funds from HUD, rent revenue, and other sources. The budget will reflect a decrease of \$150,000 due to the reduction in resident initiative grants. A total of \$3,034,900 in Community Development Block Grant (CDBG) funds will be administered for facilities improvements and resident services. The CDBG carry over from Fiscal Year 2002-2003 will be \$1,559,900 and the new allocation for Fiscal Year 2003-2004 will be \$1,475,000.

The Housing Management Division also administers the Modernization Program to provide continuous upgrading of Housing Authority-owned public housing sites. The Modernization Program budget is \$12,696,900, reflecting an increase of \$2.1 million for Fiscal Year 2003-2004 due to new funding and carry over projects with previously allocated funds.

#### Other Programs

The Housing Authority also includes the Cooperative Extension, Youth in Focus, and Telemedicine programs. These programs provide services to youth, adults, and seniors living in the public housing sites and community wide. The Cooperative Extension program, administered by the University of California, provides educational opportunities

Honorable Housing Commissioners  
April 23, 2003  
Page Four

ranging from nutrition and job readiness to literature and growing food and plants. The Youth in Focus program teaches public housing site youth the basics of photography through class sessions and field trips. The Telemedicine program provides medical services and immunizations and workshops to promote health awareness.

As required under the California Government Code, Section 65584.3, the Housing Authority receives allocations of tax increment funds from the City of Industry to develop housing for low-income individuals, families and special needs populations. These funds are allocated to the Housing Authority and are included in its budget, but are administered by the Community Development Commission, which serves as the redevelopment agency for the County. The City of Industry funds are not under the administrative purview of the Housing Commission.

#### Housing Authority Staff

Regular staff will increase by 2.99 positions due to the addition of six staff in the Assisted Housing Division and the decrease of .5 of a position in the Modernization Program and a decrease of 2.51 positions in the City of Industry Program due to the reassignment of 3.01 positions to the Community Development Commission.

Contract staff will decrease by 22.89 positions due to the elimination of 24 positions in the Housing Management Division as a result of reductions in resident initiative funding, the addition of three positions in the Assisted Housing Division, the decrease of .5 of a position in the Youth in Focus Program that was reassigned to the Housing Management Division, and the decrease of 1.39 positions in the City of Industry Program due to the elimination of one position and the reassignment of .39 of a position to the Community Development Commission.

#### **FACTS AND PROVISIONS:**

HUD requires that the Board of Commissioners adopt a Resolution approving the Housing Authority budget for administration of the above programs. The Resolution has been approved as to form by County Counsel.

The Published Budget Pages, Attachment A, are provided with this letter to detail goals and objectives and related expenditures for the upcoming year.

Honorable Housing Commissioners  
April 23, 2003  
Page Five

**IMPACT ON CURRENT SERVICES:**

Approval of the 2003-2004 Fiscal Year Budget of the Housing Authority will enable housing programs to continue at current levels for low- and very low-income families and seniors.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

Board letter FY04-Commissioners

Attachments: 2

RESOLUTION APPROVING 2003-2004 FISCAL YEAR  
BUDGET OF THE HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

WHEREAS, the Board of Commissioners of The Housing Authority of the County of Los Angeles has received the budget for the 2003-2004 Fiscal Year and has found:

1. That the proposed expenditures are necessary for the efficient and economical operation of housing programs for the purpose of serving low-income families.
2. That the financial plan is reasonable in that:
  - (a) It indicates a source of funding adequate to cover all proposed expenditures.
  - (b) It does not provide for use of federal funding in excess of that payable under the provisions of 24 Code of Federal Regulations, Section 990.
3. That all proposed rental charges and expenditures will be consistent with provisions of law and the Annual Contributions Contracts with the U.S. Department of Housing and Urban Development.
4. That no employee reflected in the operating budget is serving in a variety of positions, which will exceed a 100 percent allocation of his or her time.
5. That the U.S. Department of Housing and Urban Development requires that the use of Section 8 Operating Reserve funds for other housing purposes, in the amount of \$50,000 or greater, must be approved by the Board of Commissioners.

WHEREAS, it is necessary for the Board of Commissioners of The Housing Authority of the County of Los Angeles to adopt an annual budget.

NOW, THEREFORE, the Board of Commissioners of The Housing Authority of the County of Los Angeles, hereby resolves as follows:

1. The above recitals are true and correct.
2. The Housing Authority of the County of Los Angeles adopts the following budgeted revenues and appropriations for the 2003-2004 Fiscal Year, as set forth in the Annual Budget for The Housing Authority of the County of Los Angeles:

Estimated Funding	<u>\$239,138,600</u>
Expenditure and Reserve Appropriations:	<u>\$239,138,600</u>

3. That the use of Section 8 Operating Reserve funds for other housing purposes, in the amount of \$50,000 or greater, must be approved by the Board of Commissioners.
4. This Resolution shall take effect immediately.

ATTEST:  
VIOLET VARONA-LUKENS  
Executive Officer-Clerk of  
the Board of Commissioners

THE HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
Deputy



# Assisted Housing

## OVERVIEW:

Assisted Housing is a dynamic division that administers ongoing rent subsidy Section 8 programs including the Certificate and Housing Choice Voucher Program, the Moderate Rehabilitation Program and six Small City Section 8 programs. In addition, Assisted Housing administers supporting programs that include Housing Opportunities for Persons with Aids Program (HOPWA), Shelter Plus Care, Family Self-Sufficiency (FSS), Section 8 New Construction units monitoring and the Affordable Housing Monitoring component of the Mortgage Revenue Bond Program.

The Housing Authority Section 8 Rental Assistance Programs have allocation subsidies for 23,021 very low-income families. The Affordable Housing Monitoring program, a component of Assisted Housing, provides contract administration and oversees approximately 11,645 units set aside for low- and very low-income persons.

## 2002-03 PROGRAM HIGHLIGHTS:

- Maintained a 99.7% lease-up rate based on the reserved number of units and expended 100% annual budget authority.
- Received a Standard Performer rating under the Section 8 Management Assessment Program.
- Responded to 97% of written public inquiries within ten working days.
- Inspected 85% of initial contract units within ten days of receipt of the Request for Tenancy Approval (formerly Request for Lease Approval, RLA).
- Conducted 100% of Contract Administration Monitoring of 477 units.
- Completed 100% of annual audits of 1,253 units under the Multi-Family Bond Affordable Housing Monitoring Program.
- Completed 90% of employee performance evaluations by the anniversary date.

## 2003-04 PROGRAM ACTIVITIES:

A summary of this division is provided on the following page. Included in this summary are the mission statement, objectives, budget, and regular full-time and contract employee levels.

# ATTACHMENT A

## Published Pages Table Of Contents

<b>Division/Program</b>	<b>Pages</b>
Assisted Housing	1-2
Housing Management	3-5
Modernization	6
Telemedicine	7-8
Cooperative Extension	9-10
Youth in Focus	11-12
City of Industry	13

---

**Program:** Assisted Housing  
**Division:** Assisted Housing

---

**MISSION:**

Provide rental assistance services to low-income families in a professional manner and in an atmosphere of care and respect for all clients.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Maintain 98% or higher lease-up rate based on the reserved number of units and expend 98% or more annual budget authority.
2. Receive a Standard Performer or higher rating under the Section 8 Management Assessment Program.
3. Every month, maintain an 85% reporting rate under the Public and Indian Housing Information Center (formerly MTCS).
4. Respond to 95% of written public inquiries within ten working days.
5. Inspect 90% of initial contract units within seven working days of receipt of the Request for Tenancy Approval (formerly RLA).
6. Conduct 100% of Contract Administration Monitoring of 352 units.
7. Complete 100% of annual audits of 1,954 units under the Multi-Family Bond Affordable Housing Monitoring Program.

---

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 8,917,000	\$ 8,391,000	\$ 9,164,100
Non-Personal Services	5,160,100	4,913,700	4,361,200
Landlord Payments	137,756,100	149,130,100	156,790,000
Capital Outlay	48,000	61,000	48,000
Transfers	<u>3,339,700</u>	<u>3,492,800</u>	<u>4,023,600</u>
 TOTAL	 <u>\$ 155,220,900</u>	 <u>\$ 165,988,600</u>	 <u>\$ 174,386,900</u>
 Number of Regular Employees	 148.00	 145.16	 154.00
Number of Contract Employees	23.00	26.33	26.00

---

# Housing Management

## **OVERVIEW:**

The Housing Management Division is one of two divisions of the Housing Authority. The Division is responsible for the County's affordable and public housing, which includes 72 housing developments located throughout Los Angeles County, consisting of 3,661 units. The Division has a Housing Management Model that guides the organization in its daily operations by incorporating program administration, modernization activities, resident services, crime and safety programs, and inter-agency partnerships.

Residents of public housing pay no more than 30 percent of their monthly income for rent. These rental receipts, operating subsidy from HUD, and various grants provide a majority of the funds to operate and maintain the units in a safe, decent, and sanitary condition.

The Public Housing Modernization program provides for the extensive rehabilitation of public housing owned and operated by the Housing Authority.

## **2002-03 PROGRAM HIGHLIGHTS:**

- Achieved an annual occupancy rate of 97%.
- Completed 99% of emergency work orders within 24 hours and non-emergency work orders within 5 working days.
- Completed 2,973 annual inspections of dwelling units.
- Conducted criminal background checks and credit checks for 1,000 applicants.
- Partnered with the Los Angeles County Probation Department and received \$645,400 in funding from the Schiff-Cardenas Crime Prevention Act Grant.
- Provided recreation programs at Harbor Hills, Carmelitos, Ujima Village, South Scattered Sites and Nueva Maravilla.
- Continued to promote participation of youth and adult residents in literacy, math, English as a second language, computer literacy, and other skills through on-site and distance learning programs with local schools and colleges. A total of 2,674 residents participated in these programs.
- Continued to work with community-based organizations, private corporations and resident councils to promote and support job development and small business development among residents. Referred 250 residents for job training and placement and placed 40 Welfare to Work participants in employment positions.

# Housing Management

## **2002-03 PROGRAM HIGHLIGHTS continued:**

- Implemented the PLATO literacy software program at the Family Learning Centers and partnered with Los Angeles public libraries to provide literacy training to residents and Division staff.
- Developed partnerships with the Los Angeles Unified School District, Long Beach Unified School District, and the Compton School District to develop comprehensive literacy and anti-truancy programs at the Nueva Maravilla, Carmelitos, and Ujima Village housing developments.
- Collected 97% of Tenant Accounts Receivables.
- Updated and submitted the Five-Year Action Plan and Annual Statement to HUD for the 2003 Capital Fund Program for Los Angeles County and Lomita Manor.
- All target dates for the obligation and expenditure of funds in all approved Annual Statements were amended or revised and submitted to HUD timely.
- Completed 16 construction contracts at the 25 housing sites.

## **2003-04 PROGRAM ACTIVITIES:**

A summary of each program is provided on the following pages. Included in the summary are each program's mission statement, objectives, budget, and regular full-time and contract employee levels.

---

**Program:** Housing Management  
**Division:** Housing Management

---

**MISSION:**

To effectively generate and utilize the resources of the Housing Authority to provide quality affordable housing and expand opportunities to improve the quality of life in housing developments through the involvement of employees, residents and community partners.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Average an annual occupancy rate of 98%.
2. Complete 99% of emergency work orders within 24 hours and non-emergency work orders within 5 working days.
3. Complete 100% of annual inspections of dwelling units.
4. Continue Crime and Safety Program activities throughout Los Angeles County.
5. Continue Resident Initiatives programs that enable self-sufficiency and promote literacy.
6. Collect 98% of Tenant Accounts Receivables.
7. Develop partnerships with universities to have undergraduates and graduate volunteers providing services at Family Learning Centers, Family Resources Centers, and senior housing developments.

---

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 10,631,000	\$ 10,292,300	\$ 9,977,400
Non-Personal Services	15,772,500	16,125,100	16,955,000
Capital Outlay	3,437,200	2,182,900	3,233,800
Transfers	<u>1,629,200</u>	<u>1,026,500</u>	<u>1,153,700</u>
<b>TOTAL</b>	<b><u>\$ 31,469,900</u></b>	<b><u>\$ 29,626,800</u></b>	<b><u>\$ 31,319,900</u></b>
Number of Regular Employees	108.00	106.00	108.00
Number of Contract Employees	111.00	110.17	87.00

---

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**Program:** Public Housing Modernization  
**Division:** Housing Management

---

**MISSION:**

Provide for the renovation and modernization of public housing owned by the Housing Authority.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Update and submit the Five-Year Action Plan and Annual Statement to HUD for the 2003 Capital Fund Program (CFP).
  2. Ensure all target dates for the obligation and expenditure of funds are met or revisions of the deadlines are submitted timely and approved by HUD.
  3. Ensure timely submission of amendments to HUD for changes in the approved CFP funding activity, which will involve a cumulative of more than 10% of the CFP.
  4. Complete construction at 23 housing sites.
  5. Conduct resident and resident council meetings in preparation for submitting the Capital Fund Program Annual Statement to HUD.
  6. Complete and close out one construction contract for the seismic retrofit of one housing site.
- 

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$387,500	\$ 327,000	\$264,000
Non-Personal Services	125,000	316,100	87,500
Capital Outlay	10,083,600	6,946,600	12,345,400
Transfers	<u>0</u>	<u>0</u>	<u>0</u>
 TOTAL	 \$ 10,596,100	 \$ 7,589,700	 \$ 12,696,900
 Number of Regular Employees	 2.50	 2.50	 2.00
Number of Contract Employees	1.00	0.75	1.00

---

# Telemedicine

## **OVERVIEW:**

The Telemedicine Program is a partnership between the Housing Authority/Community Development Commission and Charles R. Drew University of Medicine and Science. The program provides public housing residents on-site access to early diagnosis and treatment of sight-threatening diseases, dermatology and pediatrics. The program clinics are located in South Los Angeles and at the Carmelitos and Nueva Maravilla public housing sites. The clinics employ public housing residents who are training to become certified medical assistants.

## **2002-03 PROGRAM HIGHLIGHTS:**

- Provided services to approximately 549 patients at the Carmelitos, Nueva Maravilla, and Mary Henry Clinics. These services included ophthalmology, dermatology and pediatrics.
- Organized a health fair and provided educational programming.

## **2003-04 PROGRAM ACTIVITIES:**

A summary of this program is provided on the following page. Included in this summary are the mission statement, objectives, budget, and regular full-time and contract employee levels.



---

**Program:** Telemedicine  
**Division:** Housing Management

---

**MISSION:**

To ensure effective coordination and management of oversight of telemedicine services.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Increase services to include dental and ear, nose, and throat services.
2. Establish partnerships with medical providers to enhance services at the Carmelitos and Nueva Maravilla Clinics.
3. Provide distance education programs and seminars on prenatal care, dental hygiene, asthma, diabetes, sexually transmitted diseases, HIV, and chemical dependency.
4. Submit grant proposals with the goal of securing at least \$250,000 in new funding for program operations and expansion.
5. Improve marketing strategies to increase the number of patients at each clinic.

---

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 347,800	\$ 323,900	\$ 345,700
Non-Personal Services	237,100	246,300	251,600
Capital Outlay	<u>1,000</u>	<u>2,200</u>	<u>2,500</u>
TOTAL	<u>\$ 585,900</u>	<u>\$ 572,400</u>	<u>\$ 599,800</u>
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	9.00	9.00	9.00

---

# Cooperative Extension

## OVERVIEW:

The Los Angeles County Office of the University of California Cooperative Extension is part of a nationwide system that provides off-campus educational opportunities in a variety of program areas. It is a tax-supported program offering the residents of Los Angeles County information and educational activities in 4-H Youth Development, Urban Gardening and Home Economics.

## 2002-03 PROGRAM HIGHLIGHTS:

- Led focus groups to obtain input and buy-in from residents on outreach, recruitment and delivery and retention strategies.
- Provided the technical assistance in the development of a greenhouse for a landscape project at the Challenger Memorial Youth Camp in Lancaster.
- Taught the basics of wholesale nursery operations. Completed various landscaping and hardscape components of the Growing Experience Nursery.
- Conducted the Master Gardeners classes and workshops. Some graduates went on to conduct horticultural courses in basic gardening and composting. Master Gardener volunteers and Urban Garden Program staff held "Garden Day LA" at Carmelitos Housing Development, which included workshops and special speakers.
- The 4-H club program provided various programs that ranged from gardening, to a 4-H Centennial Celebration in Griffith Park, which included participants from three public housing sites.
- Held 4-H After School Activity Programs at various sites with significant attendance and many opportunities for the youth to learn, discover, and grow.
- Assessed the needs of Senior Citizens living in County Public Housing in the areas of nutrition, physical fitness, consumer education, and horticultural education. Selected senior sites for rollout of a new program serving seniors, and conducted workshops for seniors at several sites.

## 2003-04 PROGRAM ACTIVITIES:

A summary of this program is provided on the following page. Included in this summary are the mission statement, objectives, budget, and regular full-time and contract employee levels.

---

**Program:** Cooperative Extension  
**Division:** Administrative Services

---

**MISSION:**

Provide educational programs and activities in the areas of youth development, urban gardening, nutrition, and consumer science that enable youth and adults to make good decisions and lead better lives.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Provide educational programs focused on family-related concerns such as food and nutrition, family relationships, food safety, consumer issues, and money management.
2. Through the Expanded Food and Nutrition Education Program (EFNEP) and the Food Stamp Nutrition Education Program (FSNEP), teach homemakers with limited incomes how to improve family diets, make better use of available resources, and improve their food preparation skills.
3. Offer nutrition, gardening and consumer science programs designed for and targeted specifically towards seniors living in public housing.
4. Support job readiness and life skills training for Housing Authority residents by offering the "Gateway to a Better Life" program, which focuses on goal setting, money management, time management, workforce preparedness, child care selection, appropriate workplace behavior, and overcoming barriers to employment.
5. Provide training, educational materials and technical assistance to family and senior housing residents who want to grow more of their own fruits and vegetables to augment their food budget.
6. Provide training and technical assistance as requested on various landscaping and horticulture projects at County public housing sites, in conjunction with the Growing Experience.
7. Invite interested youth residents to participate in learn-by-doing activities such as 4-H clubs, special-interest groups, after-school enrichment programs, community service programs and camping. Recruit adult volunteers to encourage and assist the youth.

---

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 78,500	\$ 75,700	\$ 80,000
Non-Personal Services	<u>471,500</u>	<u>474,300</u>	<u>559,800</u>
<b>TOTAL</b>	<b><u>\$ 550,000</u></b>	<b><u>\$ 550,000</u></b>	<b><u>\$ 639,800</u></b>
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	2.00	2.00	2.00

---

# Youth in Focus

## **OVERVIEW:**

The Housing Authority administers a photography program for youth who reside within Los Angeles County family housing developments. Youth In Focus is a program for public housing youth between the ages of 8 to 21 years of age. It provides a venue for participants to express their creativity, while learning and developing skills in the arts. The students learn basic photography by attending class sessions, participating in trips to various points of interest throughout Los Angeles County and by photographing their own experiences.

## **2002-03 PROGRAM HIGHLIGHTS:**

- Completed layout and production of the 2003 edition of the Youth In Focus Calendar.
- Displayed a photo exhibit for the 2002 Community Development Foundation's Donor Recognition Breakfast.
- The program participants competed in a local photo contest.
- Operated the program at five family housing developments in Supervisorial Districts 1, 2 and 4.
- Organized fundraising and resource collection activities such as print sales and camera collection drives.
- Collaborated and provided photography services for various Community Development Commission divisions on special projects.

## **2003-04 PROGRAM ACTIVITIES:**

A summary of this program is provided on the following page. Included in this summary are the mission statement, objectives, budget, and regular full-time and contract employee levels.

---

**Program:** Youth in Focus  
**Division:** Administrative Services

---

**MISSION:**

The Youth In Focus program teaches youth the technical aspects of photography, while also using the medium as a means of artistic expression and showcasing it as a viable career.

---

**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Maintain Youth In Focus photography program at five sites.
2. Continue fundraising and materials generating activities.
3. Establish relationships in the artistic community to host photography exhibits and provide expanded experiences to Youth In Focus program participants.
4. Increase the participation of teens and young adults in the program.
5. Explore internship opportunities for existing Youth In Focus participants.
6. Develop a mentor program.

---

**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 62,600	\$ 59,600	\$ 40,000
Non-Personal Services	<u>166,300</u>	<u>130,100</u>	<u>62,800</u>
<b>TOTAL</b>	<b><u>\$ 228,900</u></b>	<b><u>\$ 189,700</u></b>	<b><u>\$ 102,800</u></b>
Number of Regular Employees	0.00	0.00	0.00
Number of Contract Employees	1.00	1.00	0.50

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**Program:** City of Industry Tax Increment  
**Division:** Housing Development and Preservation

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**MISSION:**

To implement an approved strategy for the allocation and distribution of the City of Industry funds for the development of housing for low-income individuals, families and special needs populations.

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**MAJOR OBJECTIVES FOR FY 2003-04:**

1. Allocate funds through an RFP (Request for Proposal) process for approximately \$5 million for 50 units in special needs housing.
2. Complete construction of 12 special needs projects for 266 units involving \$10.4 million of Industry funds. These units are set-aside for persons with HIV/AIDS, mentally ill, and emancipated foster youth.
3. Allocate funds through an RFP (Request for Proposal) process for approximately \$5 million for 100 units in affordable housing.
4. Begin construction on 2 affordable housing developments for 127 units involving approximately \$2 million of Industry funds.
5. Complete 19 affordable housing developments for 892 units involving approximately \$14.88 million of Industry funds.

\*Special Needs Housing includes housing for the developmentally disabled, mentally ill, victims of domestic violence, emancipated foster youth, and persons with HIV/AIDS.

\*\*Affordable Housing includes multifamily rental housing, rental housing for seniors, and affordable for-sale housing.

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**PROGRAM BUDGET INFORMATION:**

	<u>2002-03 BUDGET</u>	<u>2002-03 ESTIMATE</u>	<u>2003-04 BUDGET</u>
Salary and Benefits	\$ 968,900	\$ 840,300	\$ 963,500
Non-Personal Services	100,500	110,500	251,500
Subventions	17,537,100	18,020,200	16,314,400
Capital Outlay	1,469,700	912,200	871,400
Transfers	<u>1,056,500</u>	<u>972,300</u>	<u>991,700</u>
 TOTAL	 <u>\$ 21,132,700</u>	 <u>\$ 20,855,500</u>	 <u>\$ 19,392,500</u>
 Number of Regular Employees	 14.27	 12.29	 11.76
Number of Contract Employees	4.86	2.98	3.47

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**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

April 23, 2003

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

Dear Commissioners:

**CONSTRUCTION CONTRACT FOR PARKING LOT AND SIDEWALK RENOVATION  
AT CARMELITOS HOUSING DEVELOPMENT IN THE CITY OF LONG BEACH (4)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners find that the renovation of four parking lots and surrounding sidewalks at the Carmelitos housing development, located at 1000 Via Wanda in the City of Long Beach is excluded from the provisions of the National Environmental Policy Act (NEPA) and exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because it involves activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract to Torres Construction Corporation, in the amount of \$348,840, to renovate four parking lots and surrounding sidewalks at the subject property; and authorize the Executive Director of the Housing Authority to execute the Construction Contract, to be effective upon issuance of the Notice to Proceed, which will not exceed 21 days following the date of Board approval.

3. Recommend that the Board of Commissioners authorize the Executive Director to use \$222,880 in Community Development Block Grant (CDBG) funds allocated to the Fourth Supervisorial District, and \$125,960 in Capital Fund Program (CFP) funds from the U.S. Department of Housing and Urban Development (HUD), for the purposes described above.
4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders not exceeding a total of \$29,364 for unforeseen project costs, using CFP funds allocated by HUD.

**PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to award a Construction Contract to renovate four existing parking lots and surrounding sidewalks at the Carmelitos housing development.

**FISCAL IMPACT / FINANACING:**

There is no impact on the County general fund. The Housing Authority will fund the improvements with \$222,880 in CDBG funds and \$125,960 in CFP funds allocated by HUD. The total cost of the Construction Contract is \$348,840. An eight percent contingency, in the amount of \$29,364, is also being set aside for unforeseen costs, using CFP funds. The total contact amount will not exceed \$378,204. The staff estimate to complete the work is \$325,302.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Housing Authority wishes to award the attached Construction Contract to renovate four parking lots with 128 spaces, and surrounding sidewalks within the family portion of the Carmelitos housing development. This will include the renovation of parking lot Nos. 1, 2, 11 and 20, and surrounding sidewalks. The work includes demolition of existing deteriorated concrete and asphalt surfaces and proper disposal of all debris; construction of four new, more durable, concrete parking lots totaling approximately 38,500 square feet and new surrounding concrete sidewalks that will be wider than the existing ones in order to meet Americans with Disabilities Act (ADA) requirements; re-striping of parking spaces including ADA-designated van accessible spaces; and the completion of other incidental work.

The above work is required in order to replace parking lots and sidewalks whose deterioration due to age and damage by tree roots are a potential safety and liability hazard to the Housing Authority. It is anticipated that the entire project will be completed within 120 calendar days following the Notice To Proceed.



Honorable Housing Commissioners

April 23, 2003

Page 3

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the contractor will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Construction Contract has been approved as to form by County Counsel and executed by Torres Construction Corporation.

**ENVIRONMENTAL DOCUMENTATION:**

This project is excluded from the provisions of NEPA pursuant to 24 Code of Federal Regulations Part 58, Section 58.35 (a)(3)(i) because it involves activities that will not alter existing environmental conditions. It is also exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves no expansion of use beyond what currently exists and, therefore, does not have the potential to cause a significant effect on the environment.

**CONTRACTING PROCESS:**

On January 14, 2003, the Housing Authority initiated an outreach to identify a contractor to renovate four parking lots and surrounding sidewalks at the subject property. Invitations for Bids were mailed to 425 contractors identified from the Housing Authority's vendor list. Advertisements also appeared in nine newspapers and on the County Web Site. Twenty-eight bid packages were requested and distributed.

On March 13, 2003, six bids were received and formally opened. The lowest bid, submitted by Torres Construction Corporation, is responsive to the Invitation for Bids and is being recommended for the contract award.


The Summary of Outreach Activities is provided as Attachment A.

**IMPACT ON CURRENT PROJECT:**

The proposed contract will provide residents with new safe, code-compliant, and durable parking lots and surrounding sidewalks.

Respectfully submitted,



 CARLOS JACKSON  
Executive Director

Attachments: 2

## ATTACHMENT A

### Summary of Outreach Activities

#### Renovation of Parking Lots and Sidewalks at Carmelitos Housing Development

On January 14, 2003, the following outreach was initiated to identify a contractor to renovate four parking lots and surrounding sidewalks at the Carmelitos housing development, located at 1000 Via Wanda in the City of Long Beach.

#### A. Newspaper Advertising

Announcements appeared in nine local newspapers, five of which are minority publications.

Dodge Construction News  
Los Angeles Times  
The Daily News  
Long Beach Press Telegram

Eastern Group Publications  
WAVE Community Newspapers  
International Daily News  
La Opinion  
Los Angeles Sentinel

An announcement was also posted on the County Web Site.

#### B. Distribution of Bid Packets

The Housing Authority's vendor list was used to mail Invitations for Bids to 425 contractors, of which 246 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, twenty-eight bid packages were requested and distributed.

#### C. Pre-Bid Conference and Site Walk

On February 20, 2003, seven contractors attended the mandatory pre-bid conference and site walk.

#### D. Bid Results

On March 13, 2003, a total of six bids were received and publicly opened. The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
Torres Construction Corporation*	\$ 348,840.00
SHE Construction, Inc.	\$ 357,000.00
AMTEK Construction, Inc.	\$ 392,485.00
C.A.S. Construction*	\$ 399,100.00
Southland Construction*	\$ 449,000.00
PA Engineering*	\$ 497,197.49

\*Minority-Owned Firm

E. Minority/Women Participation - Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Torres Construction Corporation	Minority	Total: 32 15 minorities 8 women 47% minorities 25% women
Western States Surveying, Inc. (Engineering Subcontractor)	Non-Minority	Total: 6 3 minorities 1 woman 50% minorities 16% women
Michael's Construction (Demolition Subcontractor)	Minority	Total: 16 16 minorities 0 women 100% minorities 0% women
Kristar Enterprises, Inc. (Drainage Subcontractor)	Non-Minority	Total: 10 4 minorities 1 woman 40% minorities 10% women

F. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
SHE Construction, Inc.	Non-Minority	Total: 9 4 minorities 2 women 44% minorities 22% women
AMTEK Construction, Inc.	Non-Minority	Total: 9 5 minorities 2 women 55% minorities 22% women
C.A.S. Construction	Minority	Total: 5 4 minorities 1 woman 80% minorities 20% women
Southland Construction	Minority	Total: 15 15 minorities 0 women 100% minorities 0% women
PA Engineering	Minority	Total: 14 12 minorities 1 woman 86% minorities 7% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

**HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES**

**CONSTRUCTION CONTRACT**

**FOR**

**CARMELITOS FAMILY  
HOUSING DEVELOPMENT**

**PARKING LOTS AND SIDEWALKS PROJECT**

**1000 Via Wanda  
Long Beach, California 90805**

**PROJECT NUMBER:  
CM-03-049**

**BID DATE March 13, 2003**

**HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES**

**CONSTRUCTION CONTRACT**

This CONSTRUCTION CONTRACT (or "Contract") is made this \_\_\_\_ day of May, 2003 by and between the **Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Authority**" or the "**Owner**", and **Torres Construction Corporation.**, hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Authority is the Owner of that certain real property, located at 1000 Via Wanda, Long Beach, California, commonly known as the Carmelitos Housing Development hereinafter referred to as the "Property".
- B. The term "Work", includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Property.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

**ARTICLE 1**  
**THE CONSTRUCTION CONTRACT**

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

THE DRAWINGS	Dated as January 2003.
PART A	Instructions to Bidders and General Conditions
PART B	Technical Specifications and Drawings
PART C	Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidders

Any addenda to the above Contract Documents

**ARTICLE 2**  
**STATEMENT OF WORK**

- 2.1 Contractor agrees to perform in professional manner, to the satisfaction of the Authority's Executive Director, all work described in the Contract Documents hereinbefore mentioned.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CM-03-049 for the Housing Authority of the County of Los Angeles.

All such Work shall be in strict accordance with the Specifications identified as Part B, the Drawings, all as prepared by the Housing Authority of the County of Los Angeles.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Property which are reasonably necessary to apprise him/herself of the condition of the Property. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

### ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within thirty (30) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within one hundred twenty (120) calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of Four Hundred Dollars and No Cents (\$400.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor under payments.

### ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of THREE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED FORTY Dollars and NO Cents (\$348,840.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor, as such wage rates are amended from time to time from commencement of the Construction Contract through completion of the Work.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal,

state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.

- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied himself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Owner's obligation is payable from the funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will notify the Contractor in writing in ten (10) days of receipt of the non-appropriation notice.

#### ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and certificates for payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Owner on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003 paragraphs 3.03.A. and B. of the Instructions to Bidders incorporated by reference into the Contract.

#### ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Owner shall receive a certificate from the Architect that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders, less any amounts which Owner is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor under payments, and less the ten (10) percent retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:



- A. A Certificate of Completion, executed by Owner.
  - B. All guarantees and warranties issued by the manufacturers or installers of appliances or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
  - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all sub-contractors, and the Contractor's Certificate and Release.
  - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such items, and the Contractor shall pay the Owner for all cost incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten (10) percent retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

#### ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective work or improper materials.
- 7.2 In addition to any right of termination reserved to the Owner by Section 01003 paragraph 3.10.A. of the Instruction to Bidders of the Construction Contract, the Owner may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Owner shall give the Contractor and his surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.

7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.

7.5 This Contract may be terminated by the Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no penalties upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Contractor to perform any work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
- B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.
- C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.6 Termination for Improper Consideration: The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor, to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Authority shall be

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Authority or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.
- 7.8 The Authority's Quality Assurance Plan: The Authority will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or impose other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or un-enforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.

- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9  
CONTRACTOR APPROVAL

- 9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program  
Contractor acknowledges that the County of Los Angeles, hereinafter referred to as "County", has established a goal of ensuring that all individuals who benefit financially from County or Authority through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by Contractor's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Construction Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 9.2 Termination For Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County and the Authority under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Article 7, "Breach and Termination".

- 9.3 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County and Commission contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.

ARTICLE 10  
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A-VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Authority:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or it's equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

The Authority, the Community Development Commission of the County of Los Angeles ("Commission"), the County of Los Angeles ("County"), and their officers, employees, agents and representatives shall be named as additional insureds.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limits, except after thirty (30) days' prior written notice to the Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Authority.

Any self-insurance program of self-insured retention must be separately approved in writing by the Authority.

Contractor shall deliver to the Authority certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Contractor's liability under this Contract.

The Authority reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Authority's Risk Manager or designee.

#### 10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

##### Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

##### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

##### Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicable wage determination for this project is General Wage Decision CA020033, Modification #20 dated January 17, 2003.

Section 3 of the Housing and Community Development Act of 1968, as Amended

requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act



(25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### Lobbyist Ordinances

- A. County Lobbyist Ordinance: Contractor and each County Lobbyist or Country lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing on the County Lobbyist Certification form that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of this Contract upon which the Authority may immediately terminate this Contract and the Contractor shall be subject to civil liability pursuant to Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031)

- B. Federal Lobbyist Requirements: The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and /or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

#### 10.6 Access and Retention of Records

The Contractor shall provide access to the Authority, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five years after the grantee pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Authority, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.

10.8 Indemnification

The Contractor agrees to indemnify, defend and save harmless the Authority, the Commission, the County, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the Contractor's services, including any Workers' Compensation suits, liability or expenses arising or connected with services rendered pursuant to this Contract.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Authority.

10.10 Assignment

This Contract or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part, without the expressed written consent of the Authority. However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Authority.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, reasonably necessary to

protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Authority and the Authority holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Authority, or under Authority supervision or control. This Contract is by and between the Contractor and the Authority, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Authority and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Authority has actual knowledge of such injury or damage. Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:

Housing Authority  
Maria Badrakhan, Contracting Officer  
2 Coral Circle  
Monterey Park, CA 91755

Contractor:

Torres Construction Corporation.  
Timoteo A. Torres, President  
930 W. Colorado Blvd. Suite 3  
Los Angeles, CA 90041

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Authority and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.20 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.21 Employees of Contractor

Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.22 Patent Rights

The Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contract.

10.23 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.24 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.25 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County, the Commission or the Housing Authority.
- C. The Authority may debar a contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (i) violated any term of a contract with the County, the Commission or the Housing Authority, (ii) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any

other public entity, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iiii) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the County, Commission or Housing Authority contractors.

**10.26 Compliance With Jury Service Program**

- A. Jury Service Program.
  - (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- B. Written Employee Jury Service Policy.
  - (a) Unless Contractor has demonstrated to the County's, or Housing Authority's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
  - (b) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County's, or Housing Authority's or a subcontract with a County's or Housing Authority's contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-

month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County's, or Housing Authority's or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County's, or Housing Authority's under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (c) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County and Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County and Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (d) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

10.27 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES, A BODY  
CORPORATE AND POLITIC

By: \_\_\_\_\_

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:



MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: 4/14/03

APPROVED AS TO FORM  
LLOYD W. PELLMAN

County Counsel

By: \_\_\_\_\_

Deputy

CONTRACTOR

TORRES CONSTRUCTION  
CORPORATION

License Number: 808067

By: 

TIMOTEO A. TORRES

Title: PRESIDENT

Date: April 7, 2003

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BUSINESS ADDRESS

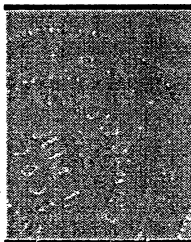
930 W. Colorado Blvd. Suite 3

Los Angeles, California 90041

Telephone: (323) 257-7460

Fax: (323) 257-8044

CORPORATE SEAL



Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



**Carlos Jackson**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office  
2 Coral Circle • Monterey Park, CA 91755  
323.890.7001 • www.lacdc.org

**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

April 23, 2003

Honorable Housing Commissioners  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

Dear Commissioners:

**APPROVE THE PURCHASE OF PROPERTY INSURANCE FOR THE  
COMMUNITY DEVELOPMENT COMMISSION AND HOUSING AUTHORITY  
(ALL DISTRICTS)**

**IT IS RECOMMENDED THAT YOUR COMMISSION:**

1. Recommend that the Board of Commissioners approve the purchase of all risk property insurance, excluding earthquake coverage, for the Community Development Commission and the Housing Authority of the County of Los Angeles, at a premium cost not to exceed \$284,000, to cover the period from May 15, 2003 to June 30, 2004, through the Commission and Housing Authority's insurance broker, Driver Alliant Insurance Services, Inc.
2. Recommend that the Board of Commissioners authorize the Executive Director to purchase the all risk property insurance, using funds contained in the 2002-2003 and 2003-2004 Fiscal Year budgets of the Commission and the Housing Authority.



**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to purchase property insurance coverage for the Commission and the Housing Authority under a Joint Purchase Program formed by the Driver Alliant Insurance Services, Inc. The proposed purchase of property insurance will provide required coverage for the Commission and the Housing Authority.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The total premium cost, not to exceed \$284,000, will be paid from funds included in the 2002-2003 approved budget and the 2003-2004 Proposed Fiscal Year budget of the Commission and the Housing Authority.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On May 25, 1993, the Board approved the purchase of all risk property insurance under a Joint Purchase Program provided by Robert F. Driver Company, Inc., whose name changed to Driver Alliant Insurance Services, Inc. in March 2002. The program combines the purchasing power of public agencies to obtain property insurance at rates below those available individually. Over the past several years, the program has grown from 17 to over 4,000 nationwide participants. Forty insurance carriers, which are all rated A Superior to Excellent by Best's Key Rating Guide, underwrite the program. There is no sharing of limits or risk under the program, and each participant is protected to the same extent as if separate policies had been written.

Based on values of \$208,510,473 the current annual premium is \$241,129. Renewal of coverage under the Joint Purchase Program will be at a cost of \$284,000, representing an increase of \$42,871. The change is due to an increase in property insurance premiums worldwide following the tragedy of September 11, 2001 and to increased values of Commission and Housing Authority properties. In addition, the current coverage will be extended an additional 45 days, so that the renewal date for this policy will in the future correspond with other Commission and Housing Authority insurance policies. The all risk replacement coverage is subject to a \$25,000 property deductible.

The new insurance does not include earthquake coverage, due to the high cost. Moreover, the Commission and the Housing Authority are not eligible to participate in the State of California Earthquake Program, which is designed for California homeowners, and not for commercial insurance.

Honorable Housing Commissioners  
April 23, 2003  
Page Three

County Counsel has reviewed this letter.

**CONTRACTING PROCESS:**

On March 14, 2003, a Request for Proposals (RFP) for Insurance Broker Services was issued. The RFP was advertised and posted on the County Web Site. Invitations to bid were mailed to 26 insurance firms identified from the County's vendor list. Eight inquiries were received as a result of the advertising and packets were mailed to these firms.

On April 8, 2003, an interview panel met with two respondents. The proposal submitted by the Driver Alliant Insurance Services, Inc. was selected based upon its public entity experience and the unique services it provides through its Joint Purchase Program.

The minority and female composition of the staff of Driver Alliant Insurance Services, Inc. is provided as Attachment A.

**IMPACT ON CURRENT SERVICES/PROGRAMS:**

The proposed insurance will provide required all risk replacement cost coverage on all Commission and Housing Authority properties.

Respectfully submitted,

  
for CARLOS JACKSON  
Executive Director

Property Renewal 2003-2004

Attachment: 1

## ATTACHMENT A

### Renewal of All Risk Property Insurance

Driver Alliant Insurance Services, Inc.

#### Participation of Minorities and Women

##### Board of Directors

Total: 9  
0 minorities  
2 women  
0% minority  
22% women

##### Employees

Total: 440  
99 minorities  
299 women  
23% minority  
68% women

The Community Development Commission and the Housing Authority encourage the participation of minorities and women in the procurement process, including: providing information about the Commission and the Housing Authority at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and disseminating information to associations which represent minorities and women.

The recommendation to purchase property insurance through Driver Alliant Insurance Services, Inc. is being made in accordance with the Commission and the Housing Authority's policies and federal regulations, and without regard to race, creed, color or gender. Driver Alliant Insurance Services, Inc. has voluntarily provided the above information.

## **ATTACHMENT A**

### Summary of Outreach Activities

#### **APPROVE THE PURCHASE OF PROPERTY INSURANCE COVERAGES FOR THE COMMUNITY DEVELOPMENT COMMISSION AND HOUSING AUTHORITY**

On March 14, 2003, the following outreach was initiated to identify a firm to provide Insurance Broker Services.

A. Newspaper Advertising

Announcements appeared in eight local newspapers, five of which are minority publications.

Daily News - Los Angeles  
Long Beach Press Telegram  
Los Angeles Times

La Opinion  
Los Angeles Sentinel  
Southwest Wave  
International Daily News  
Eastside Sun

An announcement was also posted on the County Web Site.

B. Distribution of Bid Packets

The County's vendor list was used to mail Invitations for Proposals to 26 brokers. As a result of the outreach, eight proposal packages were requested and distributed.

C. Bid Results

On March 31, 2003, a total of three proposals were received and opened.

The proposal results were as follows:

Company

Dickerson Employee Benefits\*  
Driver Alliant Insurance Services, Inc.  
Garner Employee Insurance Services\*

\*Minority-owned firm

D. Interviews

On April 8, 2003, an interview panel met with the two qualifying respondents. The proposal submitted by Driver Alliant Insurance Services, Inc. was selected based

upon its public entity experience and the unique services it provides through its Joint Purchase Program.

E. Minority/Women Participation – Firms Selected for Interview

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Dickerson Employee Benefits, Inc.	Minority	Total: 29 20 minorities 19 women 69% minorities 65% women
Driver Alliant Insurance Services, Inc.	Non-Minority	Total: 440 99 minorities 299 women 23% minorities 68% women

E. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Garner Employee Insurance Services, Inc.	Female	Total: 13 3 minorities 7 women 23% minorities 54% women

The Community Development Commission and Housing Authority conduct ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily submitted.

The recommended award of contract is being made in accordance with the Community Development Commission's and Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.